



STATE OF MONTANA TERM CONTRACT REQUEST FOR PROPOSAL (RFP) FOR INFORMATION TECHNOLOGY

RFP Number: SPB08-1600P	RFP Title: TELECOMMUNICATIONS EQUIPMENT AND SERVICES
RFP Response Due Date and Time: MONDAY, MAY 19, 2008 2:00 p.m., Local Time	Number of Pages: 63

ISSUING AGENCY INFORMATION	
Procurement Officer: Penny Moon	Issue Date: March 27, 2008
State Procurement Bureau General Services Division Department of Administration Room 165, Mitchell Building 125 North Roberts Street P.O. Box 200135 Helena, MT 59620-0135	Phone: (406) 444-2575 Fax: (406) 444-2529 TTY Users, Dial 711 Website: http://vendor.mt.gov/

INSTRUCTIONS TO OFFERORS	
Return Sealed Proposal to: State Procurement Bureau General Services Division Department of Administration Room 165, Mitchell Building 125 North Roberts Street P.O. Box 200135 Helena, MT 59620-0135	Mark Face of Envelope/Package: RFP Number: SPB08-1600P RFP Response Due Date: 05/19/08 Special Instructions:

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror E-mail Address:	

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE
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INSTRUCTIONS TO OFFERORS

It is the responsibility of each offeror to:

Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

Provide complete answers/descriptions. Read and answer **all** questions and requirements. Don't assume the State or evaluator/evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the State. The proposals are evaluated based solely on the information and materials provided in your response.

Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are **never** accepted.

The following items MUST be included in the response to be considered responsive. Failure to include any of these items may result in a nonresponsive determination.

Signed Cover Sheet.

Signed Addenda (if appropriate).

Address all mandatory requirements (per Section 1.6.3)

Point-by-Point response to all sections and subsections (per Section 1.7.1).

Response to Appendices A & B (per Section 1.7.1).

Complete answers to all requirements of Sections 3, 4, and 5.

Correctly executed State of Montana "Affidavit for Trade Secret Confidentiality" form if claiming information to be confidential or proprietary (per Section 2.2).

SCHEDULE OF EVENTS

EVENT

DATE

RFP Issue Date	March 27, 2008
Deadline for Receipt of Written Questions	April 10, 2008
Deadline for Posting Written Responses to the State's Website	April 24, 2008
RFP Response Due Date	May 19, 2008
Intended Date for Contract Award	July 1, 2008

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The STATE OF MONTANA, Department of Administration (DOA) Information Technology Services Division (ITSD), (hereinafter referred to as “the State”) is seeking a contractor to provide for the purchase, installation, and maintenance of Nortel Norstar and Business Communication Manager telephone systems, peripheral equipment, and cabling for state agencies across the State of Montana as well as those political subdivisions of the State electing to use this contract. It is the intent of this specification to establish minimum requirements for a statewide annual contract(s) for the purchase of three types of Norstar digital key systems and three types of Business Communication Manager systems. The State intends to award one contract for these supplies and services; however the State reserves the right to award multiple contracts if it is in the best interest of the State. A more complete description of the supplies and/or services sought for this project is provided in Section 3, Scope of Project. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

1.2 CONTRACT TERM

The contract term is for a period of three years beginning July 1, 2008 and ending June 30, 2011. Renewals of the contract, by mutual agreement of both parties, may be made at one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of ten years, at the option of the State.

1.3 EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is considered to be an “Exclusive” use contract and state agencies must obtain the specified product/service from the contract holder(s), unless the contract allows otherwise. However, the State Procurement Bureau does not guarantee any minimum usage totals and it is the individual agency’s responsibility to comply with the terms of the contract.

1.4 SINGLE POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until an offeror is selected and the selection is announced by the procurement officer, **offerors are not allowed to communicate with any state staff or officials regarding this procurement, except at the direction of Penny Moon**, the procurement officer in charge of the solicitation. Any unauthorized contact may disqualify the offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Officer: Penny Moon
State Procurement Bureau
Room 165, Mitchell Building
125 North Roberts
PO Box 200135
Helena MT 59620-0135
Phone: (406) 444-3313
Fax: (406) 444-2529
E-mail: pmoon@mt.gov

1.5 REQUIRED REVIEW

1.5.1 Review RFP. Offerors should carefully review the instructions, mandatory requirements, specifications, standard terms and conditions, and contract set out in this RFP and promptly notify the procurement officer identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP. This should include any terms or requirements within the RFP that either preclude the offeror from responding to the RFP or add unnecessary cost. This notification must be accompanied by an explanation and suggested modification and be received by the deadline for receipt of written or e-mailed inquiries set forth below. The State will make any final determination of changes to the RFP.

1.5.2 Form of Questions. Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the procurement officer referenced above on or before **Thursday, April 10, 2008**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.5.3 State's Response. The State will provide an official written response by **Thursday, April 24, 2008** to all questions received by April 10, 2008. The State's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the State. Any formal written addendum will be posted on the State's website alongside the posting of the RFP at <http://gsd.mt.gov/osbs> by the close of business on the date listed. **Offerors must sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.**

1.6 GENERAL REQUIREMENTS

1.6.1 Acceptance of Standard Terms and Conditions/Contract. *By submitting a response to this RFP, offeror agrees to acceptance of the standard terms and conditions and contract as set out in Appendices A and B of this RFP.* Much of the language included in the standard terms and conditions and contract reflects requirements of Montana law. Requests for additions or exceptions to the standard terms and conditions, contract terms, including any necessary licenses, or any added provisions must be submitted to the procurement officer referenced above by the date for receipt of written/e-mailed questions. Any request must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the offeror's ability to respond to the RFP or perform the contract. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror(s) during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions and contract language will be addressed in any formal written addendum issued for this RFP and will apply to all offerors submitting a response to this RFP. The State will make any final determination of changes to the standard terms and conditions and/or contract.

1.6.2 Resulting Contract. This RFP and any addenda, the offeror's RFP response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. The State's contract, attached as Appendix B, contains the contract terms and conditions which will form the basis of any contract between the State and the highest scoring offeror(s). In the event of a dispute as

to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the State, will govern in the same order of precedence as listed in the contract.

1.6.3 Mandatory Requirements. To be eligible for consideration, an offeror ***must*** meet the intent of all mandatory requirements as listed in Sections 1.7.4, 3.3, 3.4, 3.5, 3.6, 3.7, 3.8, 3.9, 4.1, 5.1, 5.2, 5.3, and 5.4. The State will determine whether an offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be deemed nonresponsive.

1.6.4 Understanding of Specifications and Requirements. By submitting a response to this RFP, offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.6.5 Prime Contractor/Subcontractors. The highest scoring offeror(s) will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The State reserves the right to approve all subcontractors. The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the State.

1.6.6 Offeror's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The offeror's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service. Proof of authority of the person signing the RFP response must be furnished upon request.

1.6.7 Offer in Effect for 120 Days. A proposal may not be modified, withdrawn or canceled by the offeror for a 120-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and offeror so agrees in submitting the proposal.

1.7 SUBMITTING A PROPOSAL

1.7.1 Organization of Proposal. Following is a list of the requirements that must be submitted as a proposal to this RFP.

1.7.1.1 Sections. Offerors ***must*** organize their proposal into Sections that follow the format of this RFP, and the proposal must have tabs separating each Section and appendices.

1.7.1.2 Notebook. Offerors should provide original proposal and copies in three-ring binders.

1.7.1.3 Point-by-point Response. A point-by-point response to all numbered Sections, starting at Section one including all subsections, and appendices is required. If no explanation or clarification is required in the offeror's response to a specific subsection, the offeror shall indicate so in the point-by-point response or utilize a blanket response for the entire Section with the following statement:

"(Insert Offeror's Name)" understands and will comply.

An offeror making the statement "Refer to our literature..." or "Please see www.....com" may be deemed nonresponsive or receive point deductions. If making reference to materials located in another section of the RFP response, specific page numbers and sections must be noted. **The Evaluator/Evaluation Committee is not required to search through literature or another section of the proposal to find a response.**

1.7.1.4 References. Three Customer Reference Forms must be submitted per the instructions in Section. 4.1.1. A blank Customer Reference Form is provided as Appendix C.

1.7.2 Failure to Comply with Instructions. Offerors failing to comply with these instructions may be subject to point deductions. The State may also choose to not evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

1.7.3 Multiple Proposals. Offerors may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.7.4 Price Sheets. Offerors ***must*** respond to this RFP by utilizing the RFP Price Sheets found in Section 5 and Appendix D. These price sheets will serve as the primary representation of each offeror's cost/price, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the offeror's cost/price.

1.7.5 Copies Required and Deadline for Receipt of Proposals. Offerors must submit **one original proposal and five copies** to the State Procurement Bureau. The State reserves the right to request an electronic copy of the RFP response. **PROPOSALS MUST BE SEALED AND LABELED ON THE OUTSIDE OF THE PACKAGE** to clearly indicate that they are in response to RFP# SPB08-1600P. ***Proposals must be received at the receptionist's desk of the State Procurement Bureau prior to 2:00 p.m., local time, Monday, May 19, 2008. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.***

1.7.6 Late Proposals. ***Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.*** It shall be the offeror's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the offeror at the expense of the offeror or destroyed if requested.

1.8 COST OF PREPARING A PROPOSAL

1.8.1 State Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the State are entirely the responsibility of the offeror. The State is not liable for any expense incurred by the offeror in the preparation and presentation of their proposal or any other costs incurred by the offeror prior to execution of a contract.

1.8.2 All Timely Submitted Materials Become State Property. All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of section 18-4-304, MCA (Montana Code Annotated) and ARM 2.5.602 (Administrative Rules of Montana). The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. Only the evaluation criteria outlined in this RFP will be used.

2.1 OFFEROR COMPETITION

The State encourages free and open competition among offerors. Whenever possible, the State will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the State's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following three exceptions: (1) bona fide trade secrets meeting the requirements of the Uniform Trade Secrets Act, Title 30, chapter 14, part 4, MCA, that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the State; and (3) other constitutional protections. See section 18-4-304, MCA. The State will make a copier available for interested parties to use at \$0.10 per page. The interested party is responsible for the cost of copies and to provide personnel to do the copying.

2.2.2 Procurement Officer Review of Proposals. Upon opening the proposals received in response to this RFP, the procurement officer in charge of the solicitation will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from an offeror's legal counsel attesting to and explaining the validity of the trade secret claim as set out in Title 30, chapter 14, part 4, MCA, is attached to each proposal containing trade secrets. Counsel must use the State of Montana "Affidavit for Trade Secret Confidentiality" form in requesting the trade secret claim. This affidavit form is available on the General Services Division's website at: <http://gsd.mt.gov/procurement/forms.asp> or by calling (406) 444-2575.

Information separated out under this process will be available for review only by the procurement officer, the evaluator/evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive," in accordance with ARM 2.5.602. Proposals may be found nonresponsive at any time during the procurement process if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the

RFP; or the proposal is not within the plans and specifications described and required in the RFP. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The procurement officer will determine whether an offeror has met the standards of responsibility in accordance with ARM 2.5.407. Such a determination may be made at any time during the procurement process if information surfaces that would result in a determination of nonresponsibility. If an offeror is found nonresponsive, the determination must be in writing, made a part of the procurement file and mailed to the affected offeror.

2.3.3 Evaluation of Proposals. An evaluator/evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring offeror(s) or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the highest scoring offeror(s). All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the State may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors. These scores will be used to determine the most advantageous offering to the State. If an evaluation committee meets to deliberate and evaluate the proposals, the public may attend and observe the evaluation committee deliberations.

2.3.4 Completeness of Proposals. Selection and award will be based on the offeror's proposal and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by offerors outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the offeror being disqualified from further consideration.

2.3.5 Achieve Passing Score. Any proposal that fails to achieve **75% of the total available points for Sections 3 and 4** will be eliminated from further consideration. A "fail" for any individual evaluation criteria may result in proposal disqualification at the discretion of the procurement officer.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the State may initiate discussions with one or more offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, offerors should be prepared to send qualified personnel to Helena, Montana, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the offeror's expense.

2.3.7 Best and Final Offer. The Best and Final Offer is an option available to the State under the RFP process, which permits the State to request a best and final offer from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their best and final offer, which must include any and all discussed and/or negotiated changes. The State reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

2.3.8 Evaluator/Evaluation Committee Recommendation for Contract Award. The evaluator/evaluation committee will provide a written recommendation for contract award to the procurement officer that contains the scores, justification, and rationale for the decision. The procurement officer will review the recommendation to ensure its compliance with the RFP process and criteria before concurring in the evaluator's/evaluation committee's recommendation of the responsive and responsible offeror that achieves the highest score and is, therefore, the most advantageous to the State.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluator's/ evaluation committee's recommendation, the procurement officer will issue a "Request for Documents Notice" to the highest scoring offeror(s) to obtain the required documents/information, such as insurance documents, contract performance security, an electronic copy of any requested material, i.e., RFP response, response to

clarification questions, and/or best and final offer, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and **no work may begin until a contract signed by all parties is in place**. The procurement officer will notify all other offerors of the State's selection.

2.3.10 Contract Execution. Upon receipt of all required materials requested in the "Request for Documents Notice," a formal contract utilizing the contract attached as Appendix B and incorporating the Standard Terms and Conditions attached as Appendix A, as well as the highest scoring offeror's response to the RFP, will be provided to the highest scoring offeror(s) for signature. The highest scoring offeror(s) will be expected to accept and agree to all material requirements contained in the contract and set out in Appendices A and B of this RFP. If the highest scoring offeror(s) does not accept all material requirements, the State may move to the next highest scoring offeror(s), or cancel the RFP. Work under the contract may begin when the contract is fully executed, i.e., when the contract is signed by all parties.

2.4 STATE'S RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this RFP (section 18-4-307, MCA);
- Reject any or all proposals received in response to this RFP (ARM 2.5.602);
- Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any proposal (ARM 2.5.505);
- Not award if it is in the best interest of the State not to proceed with contract execution (ARM 2.5.602); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (section 18-4-313, MCA).

2.5 DEPARTMENT OF ADMINISTRATION POWERS AND DUTIES

The Department of Administration is responsible for carrying out the planning and program responsibilities for information technology (IT) for state government. (Section 2-17-512, MCA) The Chief Information Officer is the person appointed to carry out the duties and responsibilities of the Department of Administration relating to information technology. The Department of Administration shall:

- Review the use of information technology resources for all state agencies;
- Review and approve state agency specifications and procurement methods for the acquisition of information technology resources; and
- Review, approve, and sign all state agency IT contracts and shall review and approve other formal agreements for information technology resources provided by the private sector and other government entities.

2.6 COMPLIANCE WITH STATE OF MONTANA IT STANDARDS

The offeror is expected to be familiar with the State of Montana IT environment. All services and products provided as a result of this RFP must comply with all applicable State of Montana IT policies and standards in effect at the time the RFP is issued. The offeror must request exceptions to State IT policies and standards in accordance with Section 1.6 of this RFP. It will be the responsibility of the State to deny the exception request or to seek a policy or standards exception through the Department of Administration, Information Technology Services Division (ITSD). Offerors are expected to provide proposals that conform to State IT policies and standards. It is the intent of ITSD to utilize the existing policies and standards and not to routinely grant exceptions. The State reserves the right to address nonmaterial requests for exceptions with the highest scoring offeror(s) during contract negotiation.

The links below will provide information on State of Montana IT strategic plans, current environment, policies, and standards.

State of Montana Information Technology Strategic Plan

<http://itsd.mt.gov/stratplan/statewideplan.asp>

State of Montana Information Technology Environment

<http://itsd.mt.gov/techmt/compenviron.asp>

State of Montana IT Policies

<http://itsd.mt.gov/policy/itpolicy.asp>

State of Montana Software Standards

<http://itsd.mt.gov/policy/software.asp>

SECTION 3: SCOPE OF PROJECT

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified below, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements.

NOTE: Each item must be thoroughly addressed. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.

3.0 SCOPE OF PROJECT

The State is seeking a contractor to provide for the purchase, installation, and maintenance of Nortel Norstar and Business Communications Manager (BCM) telephone systems, peripheral equipment, and cabling. Equipment purchased under the resultant contract will be for State agencies across the State of Montana as well as those political subdivisions of the State electing to use this contract. The State intends to award a single contract, however the State reserves the right to award multiple contracts if it is in the best interest of the State. A complete description of the supplies and/or services sought for this project follows.

3.0.1 Goals and Objectives. The State's goals under this contract are:

- To ensure that telecommunications equipment and services are readily available to the State and its political subdivisions,
- To ensure that the equipment and services are provided in a reliable and efficient manner, thereby enhancing the efficiency of the State's procurement of these products as compared to issuing individual RFPs.
- To utilize statewide purchasing power to ensure that quality standardized equipment is available at the lowest possible cost, achieving price stability as compared to purchasing systems and service through individual RFPs.
- Standardizing systems for use by the State in conjunction with the State's requirements to adhere to technological standards.

3.1 BACKGROUND INFORMATION

Over the course of the last ten years the State, through a contractual arrangement, has purchased over 127 Norstar key telephone systems. Typically 12 to 14 telephone systems per year have been installed. Collectively, these systems have consisted of approximately 250 stations each year, and have represented expenditures of approximately \$250,000 per year. The State typically purchases telephone systems ranging in size from fewer than ten stations up to systems supporting 50 to 60 stations. The equipment required by the State includes telephone systems and peripheral equipment such as voice mail, paging and interfaces to call accounting systems. The systems have been installed in all areas of the state including major city locations as well as smaller city locations where State agencies are located.

Of the 127 Norstar key telephone systems that have been installed, approximately 70 of these systems have annual maintenance contracts, 42 are handled on a time and materials basis, and the remaining 15 are under warranty.

The maintenance portion of this RFP applies to telephone systems currently owned by the State, as well as to new system installations. Maintenance includes move, add, and change (MAC) work, preventive maintenance, and repair service.

The award of a contract from this RFP does not guarantee a certain volume of business over the term of the contract award. The level of activity realized over the last ten years could increase, decrease, or remain the same over the term of the contract.

3.2 REQUIRED TELEPHONE SYSTEMS SOLUTIONS

This section of the RFP describes the State's past purchases and the requirements for the purchase and installation of new telecommunications systems and associated peripherals. The State has only utilized two sizes or types of Norstar systems:

- The Nortel Norstar Compact Integrated Communications System (CICS) which uses a building-block design to grow from four outside lines and eight extensions up to eight lines and 24 telephone extensions. Of the 127 systems that have been installed, 46 have been CICS systems.
- The Nortel Norstar Modular Integrated Communications System (MICS) which uses a building-block design to grow to support up to 280 ports in various configurations. Of the 127 systems that have been installed, 81 have been MICS systems.

With this request for proposal the State would like to add the Norstar 3x8 Integrated Communications System that handles up to three outside lines and eight internal telephone extensions. In addition we would like the capability to purchase Nortel Business Communications Manager Internet Protocol (IP) based systems. IP systems that ultimately become part of the contract resulting from this RFP may be utilized on a limited or pilot basis until such time that the State sees fit to utilize them as mainstream products.

In addition to the CICS and MICS equipment, the State has recently utilized and will continue to purchase both the Norstar Call Pilot 100 and Call Pilot 150 messaging systems.

It should also be noted that some of the Norstar system installations may require connection to purchaser provided peripheral equipment such as a music-on-hold system, paging amplifier/speaker sound system, fax/modem switch and to automatic telephone answering equipment.

Some systems may require a Call Detail Recording (CDR) output that is compatible with the State's Symphony Services Expense Management and Billing System.

3.2.1 Other Product Selection. The State has standardized on the Nortel manufacturer's product line for "key telephone" equipment. In most cases, only the contracted vendor offering the standard product line will be used. However, due to the relatively early stages of the IP telephony business and the State's unfamiliarity with different IP solutions the State reserves the right to select any contracted vendor's IP based telephone system if it is determined that an IP based solution would be the best solution for a particular location or situation. Although this creates uncertainty for our customers and for our contracted vendors the State will endeavor to minimize such uncertainty as it evaluates the advantages and disadvantages of IP systems and the different types of IP systems. IP systems that ultimately become part of the contract resulting from this RFP may be utilized on a limited or pilot basis until such time that the State sees fit to utilize them as mainstream products. The product's performance and stability within the market will be factors in determining this. The selection may also be based on pricing or it may be based on other factors such as specific features or functionality.

3.3 SINGLE VENDOR SOLUTION

The State expects to utilize the same contractor for the both the purchase /installation/ maintenance of a system and for the cabling of the equipment. The contractor will be responsible for all station, distribution, intra and inter-building cabling and connecting hardware. The contractor may subcontract wiring and cabling work. The wiring and cabling requirements are detailed later in section 3.6.

Offerors shall at a minimum possess the following qualifications:

- Shall demonstrate satisfaction of sound financial condition and can be adequately bonded and insured if the project deems necessary.
- Possess those licenses/permits required to perform telecommunications installations in the specified jurisdiction.
- Personnel knowledgeable in local and state codes and regulations. All work shall comply with the latest revision of the codes or regulations. When conflict exists between local or national codes or regulations, the most stringent codes or regulations shall be followed.
- Must possess current liability insurance certificates.

3.3.1 Subcontractors. The contractor(s) shall be totally responsible for the entire performance of the contract whether or not subcontractors are used. If the offeror proposes to use subcontractors, the offeror must identify in this section all subcontractors and include:

- Name of subcontractor
- Address of the subcontractor, and locations of installation personnel
- Type of services the subcontractor will be providing
- The number of years the subcontractor has been in business

The contractor shall submit the above information for any new subcontractors used during the life of the contract. The State reserves the right to reject any subcontractor(s).

3.4 PROJECT IMPLEMENTATION

3.4.1 State Project Management. A State project manager (PM) within ITSD will be assigned to the contract and shall work with the contractor project manager in planning and managing all new system installations, major system expansions or upgrades, and major cabling projects. Each agency in the State has an assigned representative who forwards new system requests or upgrade requests to the State's PM. In some instances, the ITSD State PM may serve the role of consultant to an agency representative. In any case, the State PM has approval authority over the project plan, system acceptance, and project payments.

The contractor shall be responsible for maintaining communications with the ITSD State PM and the appropriate agency representative regarding a project. This shall include copies of correspondence, project pricing, and any documentation of issues.

The State PM will coordinate planning and project work with the ordering agency or any other interested parties such as contracted engineers and architects, construction project managers, cabling vendors, equipment vendors, network carriers, and agency voice and data contacts. Duties and responsibilities of State PMs include:

- Working with the contractor PM in determining agency voice network and equipment requirements
- Working with the contractor PM in developing system requirements
- Working with the contractor PM in developing and communicating an implementation plan
- Coordinating the placement of orders for equipment, network, special circuits (radio, alarm security, etc.) as determined by specifications with the contractor PM
- Coordinating installation of telephone and data equipment with the contractor PM
- Monitoring the contractor activity throughout the system installation period to ensure conformance to industry standards and contract requirements
- Working with the contractor PM in coordinating training
- Working with the contractor PM on the cutover to the new system
- Overseeing acceptance testing
- Performing the final inspection
- Certifying the acceptance of the system

The State PM shall monitor the contractor's performance to ensure that contractor's personnel are performing at the appropriate skill levels as specified in the contract.

3.4.2 Contractor Responsibilities. The contractor shall be responsible for all aspects of planning and managing all new system installations, major system expansions or upgrades, and major cabling projects. Responsibilities include but are not limited to:

- Meeting face-to-face with the requesting agency to determine needs and wants and develop system requirements
- Performing surveys for any facilities (building spaces) that require telecommunications services
- Providing detailed specification cost quotes
- Placement of orders for equipment, network, special circuits (radio, alarm security, etc.) as determined by specifications with the State PM
- Working with the State PM in developing and communicating an implementation plan
- Working with the State PM in coordinating training
- Working with the State PM on the cutover to the new system
- Installation of telephone equipment in conformance to industry standards and contract requirements
- Training on new systems
- Working with State Operations Manager for final inspection and acceptance testing

The contractor shall be responsible for performing thorough surveys for any facilities (building spaces) that require telecommunications services. This includes a network assessment of the existing wiring, conduit, coring requirements, pathways, rooms, cable support systems, space requirements, and all other factors pertinent to the project. The contractor shall be responsible for providing all systems engineering, design work, equipment, materials, software, fabrication, pricing, testing, supervisory personnel and any labor required to ensure full and proper operations. Any materials or labor not specifically mentioned in the contractor-provided pricing or not identified by the contractor as a result of the survey, yet required to meet the State's specified requirements, shall be provided at the contractor's cost. Additional material and labor, not part of the original State specifications but later required by the State due to new or changed requirements, shall be provided by the contractor at the contract unit price.

Any contractors providing systems utilizing the LAN or WAN infrastructure shall conduct a thorough network assessment prior to deployment of any systems. This shall be accomplished at no cost to the State. The scope of the assessment shall include all existing devices, cabling, operating systems, and any other potential voice or data service-affecting components.

The contractor shall seek approval from the State PM prior to commencement of any site work. The cutover and agreed upon installation date shall be scheduled with all involved parties by the contractor. The State will not be responsible for contractor overtime costs unless requested and agreed to by the State, in writing, prior to the commencement of work.

The contractor shall have no duty or obligation to make any structural alterations to the premises to install the systems. The contractor's work shall be performed in a professional manner so as to provide minimal interference with the State's operations at the premises. The State agrees to allow access to the premises, as shall reasonably be required for the purpose of installing the system. The State shall permit use of, to the extent available to the State, heat, cooling, light, and electrical power.

3.4.2.1 Contractor Project Management. The contractor shall assign an individual to function as project manager for all projects resulting from this RFP. This person will be responsible for managing the contractor's resources for the total installation or upgrade of a telecommunications system or a major cabling project. The contractor PM shall work closely with the State PM in coordinating all activities as outlined in the above section. The contractor PM is expected to allocate

sufficient time and will be on-site as needed to assure timely and effective implementation. This person will also be responsible for installation supervision and customer service.

Prior to the start of a project, the contractor PM shall provide an implementation schedule for the installation of the telecommunications system. During the installation process, the contractor PM shall meet with the State PM and agency personnel to review progress of the installation. This shall be done on an as-needed basis, as determined by the State PM. The contractor shall be responsible for managing all phases of the installation including user requirements, training, documentation, and all other telephone and cabling related work. The contractor PM shall be responsible for coordinating activities with other contractors, including network service providers, during the installation and cutover period, and for resolving problems as they occur. In the event a subcontractor is used for any phase of the installation, the State will look to the prime contractor as the contracted vendor. Offerors must provide the credentials of the project manager they will assign to the contract resulting from this solicitation.

3.4.2.2 Agent for Network Services. The telecommunications equipment contractor shall serve as the State's agent to the State's contracted network provider and/or other network suppliers. The contractor shall provide to the State PM the network specifications required to interface with the contractor's equipment, in order for the State to properly order the network services. As the agent, the contractor furthermore agrees to be responsible for the coordination and end-to-end network testing and acceptance of the service. The contractor shall not be held responsible for delays caused by the State's contracted network provider(s), except where such delays are the result of lack of adequate coordination by the contractor.

3.4.2.3 Manufacturer's Directions/Specifications. The contractor shall ensure that the materials, products, processes, and equipment be installed or applied in strict accord with manufacturer's directions, specifications, or instructions.

3.4.2.4 New Equipment. The equipment provided by the contractor to the State shall be new and shall not be reconditioned, remanufactured, or refurbished.

3.4.2.5 Delivery and Storage. The contractor shall deliver the ordered systems(s) to the agency installation site no later than the date specified by the State PM. The State shall provide a securable storage area or areas on the premises. The contractor shall be responsible for securing such area(s) and for supervising access to such areas until the installation is complete and the entire system has been tested and accepted. The contractor shall be responsible for coordinating the delivery and the receipt of the equipment at the agency location.

3.4.3 Site Requirements

3.4.3.1 System Space Requirements. The contractor shall submit to the State PM in writing any system space requirements. The State PM will review the system space requirements with the contractor and jointly they will determine the location of the Main Distribution Frames (MDF) and Intermediate Distribution Frames (IDF) rooms, backboard space, and other room requirements (as detailed later in section 3.6.5). The contractor will not proceed until the State PM approves the proposed layout and requirements.

3.4.3.2 Environmental Requirements. The contractor shall provide any environmental and power specifications to accommodate the new telecommunications system. The specifications shall be submitted to the State PM by a date designated by the State PM. The State will provide the commercial power, air conditioning, heating, humidifying/dehumidifying, fire and water protection, lighting and security devices, equipment and systems in accordance with the documented requirements. If detailed specifications are not submitted to the State PM in the required time frame, all

subsequent work needed to comply with the environmental requirements of the contractor's telecommunication systems will be billed to the contractor.

3.4.3.3 Code / Regulation Compliance. The contractor shall perform all work in full compliance with local, state, and federal health and safety regulations. All work shall be performed in a safe manner. The contractor shall immediately correct any dangerous condition caused by or resulting from its work. If the contractor fails to correct, or to act diligently to correct any condition which the State reasonably believes to be a hazard to persons or property, then immediately upon oral or written notice to any supervisory or similar personnel of the contractor, the State, may, but shall not be required to correct same at contractor's expense.

3.4.3.4 Special Site Conditions. State employees may occupy the premises during the course of systems installation. It shall be the responsibility of the contractor to provide continued access to State buildings and grounds for the staff and public of the State in order for services to continue unabated. Parking of contractor's and subcontractor's employees' vehicles shall be the responsibility of the vehicle owner and done at the risk of the vehicle's owner. The contractor shall control the use and parking of trucks and workers' vehicles to prevent unnecessary congestion and not block pedestrian and automobile access. The contractor shall enforce these requirements for both its own and subcontractor's workers' vehicles. The contractor accepts the responsibility to maintain the aesthetics of the State's premises throughout all phases of installation.

3.4.3.5 Damage at Worksite / Worksite Area. No floors, walls, ceilings, or structural members of the existing finished work shall be drilled, cut, or in any way defaced without the State's prior consultation and approval. Any addition, removal or change of any buried cable, conduit, manholes or other facilities affecting the appearance or structure of the grounds or buildings shall be restored to its original condition, including the re-sodding of grounds. The contractor shall be held strictly responsible for, and shall make good at its own expense any and all damage resulting from the delivery and/or installation of its products. The contractor shall at all times keep the premises and the buildings free from accumulation of its waste materials and rubbish. Upon completion of each day's work, all rubbish and waste materials shall be removed from and about the premises. The contractor shall leave all areas, on which it has worked, in a broom clean condition. If the contractor fails to clean up at any time, the State may do so and the cost shall be charged against payments to the contractor.

3.4.3.6 Security Compliance. Due to unique security concerns of certain State agencies, such as correctional institutions and mental health hospitals, the contractor shall inventory and secure tools, personal property, and materials in compliance with individual agency requirements and specifications. The contractor shall notify the agency contact immediately if an object is misplaced or stolen from a job location.

3.4.4 Training Requirements. For new systems, the contractor shall provide a certified training instructor. Training is to be included as part of the system cost. Supplemental training shall also be made available to the State at the costs identified by the contractor. The contractor shall provide training materials at no cost to the State.

3.4.4.1 Trainer Requirements. All trainers shall be certified to instruct on the equipment being installed and shall have at least one year of field training experience. All forms of training are to be given using live equipment. Power Point presentations or video clips may be used to assist the training process. The contractor shall develop a training schedule in conjunction with the operational requirements of the agency. Training shall be scheduled and should be provided one or two days prior to the system cutover. Offerors must provide the credentials of the training instructors that will be used. The contractor shall identify and provide a brief descriptive of what training materials will be available to the State under this contract.

3.4.4.2 Training Cutover Support. On the day of cutover, the contractor shall be prepared to provide a certified and experienced trainer at the start of the business day. The trainer shall stay at the agency location at least one-half day, and remain longer at the request of the agency. The trainer shall also assist in handling station user complaints and informing the installation personnel of such complaints.

3.4.4.3 User Guides / Faceplates. User guides for telephones and voicemail shall be supplied to users prior to cutover or at the time of training. Each system user shall receive a handbook or sheet that describes the operation of the particular telephone set they will use. All telephone sets installed shall have a system user handbook or sheet placed next to the phone and be considered part of the installation of the telephone set. Preparation and installation of number designation strips and instructional faceplates is the responsibility of the contractor.

3.4.4.4 Training Location. The State shall provide adequate on site space for training as needed. The contractor shall equip the training area with working sets that demonstrate the full functionality that is being taught.

3.4.4.5 General User Training. The contractor shall perform general user training that includes all system users with each individual having a fully equipped training station. Duration of past classes have generally ranged from 45 to 90 minutes with up to 15 students. General training classes shall cover basic feature utilization such as placing outside calls, receiving and transferring incoming calls, internal communications, and any other basic feature or operation required on the day of cutover. Less critical features and capabilities of the system may be included in post-cutover training classes.

3.4.4.6 Console Attendant / Central Answering Point Training. Persons responsible for answering, redirecting, covering, screening, and handling incoming calls for others, (such as secretaries, receptionists, and message center operators) shall be given specialized training by the contractor pursuant to their specific job functions. Class size shall be limited to six persons for central answering positions and two persons for console training. Duration shall be between one to four hours or longer if required by the State agency. As with general user training, this training shall consist of only the basic operations needed to meet operational requirements at cutover. Less critical features and capabilities of the system may be included in post-cutover training classes.

3.4.4.7 Administrator Training. Basic administrative training for systems (system administration, call accounting, automated attendant/voice mail) shall be provided before and after system cutover. This training shall be performed using an operational system with the same capabilities as the system being installed and include a level of functionality that a non-technical administrator would perform (telephone feature changes, add/delete voice mail boxes, produce monthly reports, etc.).

3.4.4.8 Training of Coordinators. Some agencies may require that a small number of key individuals receive extensive instruction on all system features and equipment. Coordinator training shall cover trouble report screening so the coordinator can distinguish between bona fide system malfunctions and user problems. Training coordinators shall receive instruction sufficient to allow them to explain system operation to other users. This training shall be at no additional cost to the State.

3.5 CUTOVER / ACCEPTANCE

3.5.1 Cutover. The telephone, peripheral and/or cabling systems shall be cutover on the agreed upon date. Cutover is defined as that time when the system is installed, the operation is implemented in accordance with the manufacturer's specifications and this RFP specification, the system is connected to the network facilities as specified, and the State's telephone service is provided by the new system. The State PM shall define phased cutovers. If an existing system is being replaced, the transition (transfer service) from the

existing system to the new system shall be made successfully with minimal service interruption based upon an agreed upon implementation plan. The contractor PM shall be present during the cutover of the system and, if required by the State, for a minimum of two consecutive business days afterward or, until such time as all concerned parties (the State and the contractor) are assured of reliable system performance. The contractor shall operationally test the installed system(s) for at least one day prior to cutover at the State's premise. The completion of cutover of the system does not imply acceptance or completion of the system. Acceptance will follow a successful test period, at which time the warranty period will begin and payments may be authorized.

3.5.2 Systems Documentation. On the day of cutover, the contractor shall provide to the agency, one copy of the following for all new systems:

- Product information
- Manufacturer's directions, specifications, or instructions
- System configuration/bay face layout
- Complete system inventory
- List of all software installed (including version/release)
- All installed software and site specific database and associated files
- Network configuration (trunk access, assignments, routing, restrictions, special features)
- Set of service manuals

These items shall be provided at no additional cost and shall become the property of the State. Additional copies, also at no additional cost to the State, may be required for multi-tenant buildings and/or for the State PM. During warranty or under maintenance contract, the contractor shall ensure that the latest versions are provided on an on-going basis, at no additional charge to the State.

3.5.3 Acceptance. The State PM and contractor shall jointly conduct acceptance testing that shall consist of:

- Initial Acceptance Test
- Second Acceptance Test, if necessary
- Final Acceptance of the systems

3.5.3.1 Initial Acceptance Test. The initial acceptance test shall commence within ten business days after the system cutover. This test and verification period shall consist of ten consecutive business days of normal traffic load. The contractor shall pass this test if the following criteria are met:

- The system is installed to specifications in this RFP
- No major component failure
- No major alarm indications
- All features of the system as are fully operational
- Successful testing of all equipped capabilities including system redundancy, UPS/batteries, power failure and restoral, system failure and restoral
- All peripheral equipment is fully operational (telephone equipment contractor only)
- All training requirements, as detailed in this RFP, have been met to the approval of the State
- Successful testing has been completed
- All documentation, software, database(s) and related files are provided
- Reconciliation of the provided system inventory to purchase orders

During the initial acceptance test period, the contractor shall remedy any minor failure within one business day after notification by the State, and any major failure within three hours after notification by the State. Upon completion of the initial acceptance test period, the State PM shall either give written notice of its acceptance or shall specify in writing those portions of the criteria that have not been met. In the event the contractor fails to meet the criteria set forth above for the initial acceptance period, a period of ten business days to correct deficiencies and to prepare the system for the second acceptance test period will be allowed.

A second acceptance test period will not be necessary if the contractor meets the criteria set forth above.

3.5.3.2 Second Acceptance Test. The contractor shall notify the State PM of the commencement of the second ten business day acceptance test period, which shall begin no later than ten business days following the completion of the first acceptance test period. The criteria for acceptance during the second acceptance test shall be the same as the criteria for the initial acceptance test. Upon completion of the second acceptance test period, the State PM shall either approve final payment as specified in the following paragraph, or shall specify in writing those criteria that have not been met.

3.5.3.3 Final Acceptance. Once the system has passed the acceptance test and the contractor, ITSD PM, and agency have validated this with their signature approval, final payment for the system may be made.

3.5.3.4 Failure to Meet Acceptance Criteria. In the event the contractor fails to meet the acceptance criteria by the end of the second acceptance test period, the contractor may be subject to penalties and termination from the State contract.

3.6 CABLING SOLUTIONS

3.6.1 Installation Guidelines. All station, distribution, intra and inter-building cabling and connecting hardware shall be installed using new cable and hardware products. In a large number of instances, the State may inform the contractor that existing cable will be re-used. In these cases, the contractor shall be required to cross connect any new installed cable to the existing cable. The contractor shall be responsible for implementing all inside and outside plant cable, splices, splice enclosures, protection devices, supports, and shall provide surveys, permits, labor, and supervision. The contractor shall do all the necessary work required to properly install the system. The contractor shall follow methods and practices to ensure that damage is not caused to any State property or equipment. The contractor shall also follow methods and practices to ensure that there are no violations of applicable codes/standards/regulations. The State requires that contractors use experienced certified technicians to perform wiring work. Wiring technicians shall be required, upon request, to submit certification, licensing or proof of training.

3.6.1.1 Cabling / Connecting Hardware. The State reserves the right to specify cabling or connecting hardware products from specific manufacturers for agency projects or maintenance work. The contractor shall provide such product brands when requested by the State and shall include the itemized pricing for products requested and if available.

3.6.1.2 Temporary Wiring. If required, temporary wiring may be installed with the prior permission from the State PM provided that the temporary wiring is secured and not hazardous to staff or public. The temporary cables shall be replaced with permanent wiring within a period of time to be specified by the State PM.

3.6.2 Telecommunications Building Wiring Standards. Station and distribution cable for all projects covered by this contract shall be designed and installed in accordance with the current State of Montana Enterprise Wiring Standard. This standard defines a telecommunications wiring system for State of Montana Agencies, offices or buildings that will support a multi-product environment. The purpose of this standard is to enable planning and installation of building wiring, regardless of the telecommunications products, be it voice and/or data, which subsequently will be installed. This standard has been adapted from the TIA/EIA-568B Standard. The TIA/EIA-568B Standards can be obtained from GLOBAL Engineering Documents, 15 Iverness Way, East Englewood, Colorado 80112-5704. Phone: 800-624-3974.

The current State of Montana Enterprise Wiring Standard can be found at:
http://itsd.mt.gov/policy/policies/State_of_Montana_Enterprise_Wiring_Standard.pdf.

Station and distribution cable for all projects covered by this contract shall be designed and installed in accordance with the current editions of the Building Telecommunications Wiring Standards, including all Technical Service Bulletins (TSB), adopted by TIA/EIA in accordance with the American National Standards Institute (ANSI). These standards include, but are not limited to, the following:

- ANSI/TIA/EIA-568-B.1 and addenda *"Commercial Building Telecommunications Cabling Standard - Part 1: General Requirements"*
- ANSI/TIA/EIA-568-B.2 and addenda *"Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted-Pair"*
- ANSI/TIA/EIA-568-B.3 and addenda *"Commercial Building Telecommunications Cabling Standard - Part 3: Optical Fiber Cabling and Components Standard"*
- ANSI/TIA/EIA-569-B and addenda *"Commercial Building Standard for Telecommunications Pathways and Spaces"*
- ANSI/TIA/EIA-606-A and addenda *"Administration Standard for the Telecommunications Infrastructure of Commercial Buildings"*
- ANSI-J-STD-607-A and addenda *"Commercial Building Grounding and Bonding Requirements for Telecommunications"*
- ANSI/TIA/EIA-526-7 *"Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant"*
- ANSI/TIA/EIA-526-14A *"Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant"*
- IEC/TR3 61000-5-2 - Ed. 1.0 and amendments *"Electromagnetic compatibility (EMC) - Part 5: Installation and mitigation guidelines - Section 2: Earthing and cabling"*
- ISO/IEC 11801:2002 Ed2.0 and amendments *"Information technology - Generic cabling for customer premises"*
- CENELEC EN 50173:2000 and amendments *"Information Technology - Generic cabling systems"*

Where conflicts exist between these standards, the State Wiring Standard, and any specifications listed in this document, the higher specification shall apply as determined by the State PM.

3.6.3 Station Cable. When new wiring is required the contractor will provide new cable with the following specifications:

Two, four-pair, Category 5E certified cable will be installed between the terminal jack and the building intermediate distribution frame (average length of run 150'). Each individual cable run will meet or exceed EIA/TIA 568-B.2 *Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted-Pair* or most recent standard. The test results will be recorded and become a part of the as-built drawings.

When required, plenum rated cable shall be installed in ceiling spaces that serve as a return air plenum and where there is no conduit. It shall be Underwriters Laboratories listed, in accordance with National Electrical Code Article 800 as having adequate fire-resistant and low-smoke producing characteristics.

The IDF termination will be on Seimons MX5-F80 Category 5e modules and installed in a MX-PNL panel.

Data Wiring: The contractor will be required to wire for data needs. This may include installation/mounting of Cisco network switching equipment and connecting such to patch panel via proper length red cat 5e patch cords (at ITSD's discretion). All unused data components will be returned to ITSD at completion of project.

After installation, all Category 5 E cable, jacks and patch panels must be tested and certified using an UL (Underwriters Laboratory) or ETL (Electronic Testing Labs) approved 100MHz Category 5e Cable Analyzer. Each individual cable run will meet or exceed EIA/TIA 568-B.2 *Commercial Building Telecommunications Cabling Standard - Part 2: Balanced Twisted-Pair*. The test results will be recorded and become a part of the as-built drawings.

3.6.3.1 Station Jacks. All balanced twisted-pair cables wired to the telecommunications outlet/connector, shall have 4-pairs terminated in a eight-position T568A Siemons MX5-80 Category 5e module in the work area. Voice jacks in horizontally oriented faceplates shall occupy the left-most position(s). Data jacks in horizontally oriented faceplates shall occupy the right-most position(s). The telecommunications outlet/connector shall be securely mounted at planned locations. Where practical, station jacks are to be flush mounted. Surface mounted jacks are allowed in existing structures but only with the approval of the State PM. Both flush mounted and surface mounted jacks are to be installed at the appropriate height according to applicable codes and regulations. Generally this is a minimum of 12 inches above finished floors. Jacks utilized with systems furniture shall be compatible with the furniture, and recommended by the manufacturer or supplied by the systems furniture vendor. Jacks shall be securely affixed to systems furniture; no Velcro or other adhesive attachments will be permitted unless approved by the State PM. The contractor shall be responsible for the proper and complete labeling of all station jacks.

3.6.3.2 Surface Raceway. Surface raceways are acceptable if approved by the State PM. Specifications for a latching raceway system are found in section 6.8, page 28 of the State of Montana Enterprise Wiring Standard.

3.6.3.3 Systems Furniture Cabling. Any cabling done within the systems furniture (modular cubical furniture) shall be in compliance with national and local electrical codes. The contractor shall be responsible for replacing any equipment that may have been temporarily removed or relocated during cable installation. Communications cable and electrical cable shall be installed in separate channels, with proper shielding of the cable. If it is necessary to use the same channel, communications and electrical cable shall be physically isolated from each other with a metal septum. Unless otherwise specified, the contractor shall provide an extra 20 feet of cable slack for each cable, properly secured, in the ceiling above the furniture for flexibility purposes. If the contractor determines that the modular furniture is not suitable for telecommunications wiring (no separate telecommunications channel, bend radius can not be met, etc.), the contractor shall immediately notify the State PM.

3.6.4 Distribution Cable. All distribution cabling shall meet the requirements and standards outlined in State Wiring Standard. Prior to cable installation, the contractor shall develop cable plans from State provided floor plans and information gathered during site surveys. The cable plan shall be reviewed and approved by the State PM.

3.6.4.1 Copper Distribution. Unless otherwise specified by the State in writing, copper distribution for inter-building and intra-building cable shall allow for a minimum of 50% growth in pair count and installed in accordance with industry accepted standards.

3.6.4.2 Fiber Distribution. The type of fiber (single mode/multi-mode) and quantity of fiber to be used for intra-building and inter-building fiber distribution will be specified by the State PM on a project-by-project basis. Fiber cable shall not be left exposed, but shall be installed in inner-duct and/or conduit.

3.6.4.3 Grounding Requirements. The contractor shall ensure that grounding for cable is provided in accordance with the TIA/EIA standards and the National Electrical Code.

3.6.5 Main and Intermediate Distribution Frames (MDF and IDF). The MDF shall consist of cross connect blocks for the backbone distribution cables, patch panels, and shall contain the local data and voice equipment that serves a building or each building in a complex.

The IDF shall consist of cross connect blocks for the station and backbone cables, and where needed, shall contain patch panels and the local data and voice equipment that serves each IDF service area. Cross connections will be completed in a neat and organized fashion, and shall be installed using the appropriate means to keep them sufficiently taut and free from movement. All cable and pair identification shall be clearly marked on all connecting blocks in the MDF and IDF telecommunication rooms utilizing machine-printed labels.

Termination shall be on a traditional plywood backboard. The contractor is not required to install backboards in the MDF and IDF, but if not available is to work with the State PM to insure that a backboard is installed. This will be paid for by the State or the building owner. Backboards shall be 3/4" finished-grade plywood and shall be securely fastened to the wall, placed vertically (unless local conditions preclude it), 18 inches above the finished floor. Ladder rack shall be installed around the perimeter of the room, or as specified by the State, to support all cables entering and traversing each telecommunications room, as well as all cables routed to freestanding racks. Appropriately sized ladder racks will be specified depending on the telecommunications room size.

3.6.5.1 Voice and Data Patch Panel Assemblies. Specifications for Patch Panels, Patch Cords and Connecting blocks can be found on pages 24 to 25 of State Wiring Standard.

3.7 CABLE TESTING, REPORTING, AS-BUILT DRAWINGS

The cable shall perform and test to the manufacturer specifications. The contractor shall perform field-testing on all installed cabling and terminations prior to cutover. Specifications for testing can be found on pages 29 to 30 of State Wiring Standard. Prior to testing, the contractor shall review the testing procedures and time of testing with the State PM. This testing shall be witnessed in part by the State PM and/or the involved agency. Testing shall be performed in accordance with the TIA/EIA performance standards.

In response to this RFP and also for each individual project, the offeror/contractor shall describe the following:

- Testing equipment used
- Frequency of calibration of the testing equipment to a standard
- Standard to which the equipment is calibrated and the calibration documentation
- Standard cable testing reports
- File format and process to load such on a PC

Offerors shall include samples of the above reports.

Within 30 days after cutover, if requested by the State PM, the contractor shall provide, at no additional cost to the State, copper and fiber cable certification reports and a set of cable plans (as-built drawings) indicating allocation of cabling and wiring to equipment and numbering schemes. Additional copies, also at no additional cost to the State, may be required for multi-tenant buildings and/or for the State PM.

The copper and fiber cable certification reports shall be provided to the agency in an electronic version that can be imported into MS Access or MS Excel (CD-Rom/DVD). A paper copy shall also be provided if requested by the State PM.

Any moves, adds or changes made to the installed base shall require the contractor to provide updated as-built drawings and a cable certification report for the new cable runs as part of existing documentation. The contractor shall provide the agency with electronic updates or paper upon request.

3.8 MAINTENANCE

The maintenance service resulting from this proposal applies to the system and equipment and all move, add, and change (MAC) activity, and repair activity required for the proper maintenance of telephone, peripherals, and cabling owned by the State. This shall include systems currently in operation, as well as systems installed during the term of the contract. This maintenance service shall include all labor, materials, equipment, and services of every kind necessary to keep the State's systems in good working condition.

The State shall have the option to acquire maintenance on a time and materials basis or through a service agreement with the contractor.

For those locations that will be under a service agreement the State will require that the information associated with the agreement be stored in a database and be made available if required. A summary report is to be provided on annual basis, one month prior to contract renewal.

3.8.1 Systems Currently Owned By The State. Of the 127 systems that have been installed, 70 have maintenance agreements with the incumbent vendor, 42 are serviced on a Time and Materials (T&M) basis, and 15 are under warranty.

The systems currently owned by the State and under maintenance include:

STATE AGENCY	LOCATION	CITY	TYPE	# SETS	OTHER	VOICE MAIL
JOB SERVICES	307 EAST PARK	ANACONDA	MICS	9		NTVM2
DPHHS	2121 ROSEBUD	BILLINGS	MICS	44		NTVM4
DEPT OF FAMILY SERVICES	2525 4TH AVENUE NORTH	BILLINGS	MICS	12		NTTALKB
HCSD/YELLOWSTONE CTY OPA	111 N. 31ST ST.	BILLINGS	MICS	55	DTI	CP150
DNRC & DEQ	1371 RIMTOP DR	BILLINGS	CICS	44	DTI	CALLPILOT
DNR COIL & GAS	2535 ST JOHN'S AVE	BILLINGS	MICS	13	DTI	n/a
DOT BILLINGS	424 MOREY ST	BILLINGS	MICS	75		NTVM8
JOB SERVICE	2121 ROSEBUD DR	BILLINGS	MICS	48	DTI	NTVM6
DPHHS BOZEMAN	220 W LAMME	BOZEMAN	CICS	19		CP100
PUBLIC DEFENDER	502 S 19TH AVE	BOZEMAN	CICS	20	DTI	CALLPILOT
DEPT OF REVENUE	2273 BOOT HILL COURT	BOZEMAN	MICS	52	DTI	CP100
DOT BOZEMAN	907 N ROUSE	BOZEMAN	MICS	39	DTI	CP100
HIGHWAY PATROL BUTTE	3615 WYNNE	BUTTE	MICS	10		CP100
JOB SERVICE	2201 WHITE BLVD	BUTTE	MICS	23	DTI	NTVM4
PUBLIC DEFENDER	49 NORTH MAIN STREET	BUTTE	CICS	13	DTI	CP100
DEPT OF TRANSPORTATION	3751 WYNNE	BUTTE	MICS	59	DTI	CP100
CHEMICAL DEPENDENCY	2500 CONTINENTAL DR	BUTTE	MICS	36		CP100
PUBLIC DEFENDER	44 WEST PARK	BUTTE	MICS	13	DTI	CP100
STATE OF MONTANA DPHHS	17 W GALENA	BUTTE	MICS	31	DTI	NTVM4
VETERANS HOME	400 VETERANS DR	COL. FALLS	MICS	47		CP100
STATE OF MONTANA	43 NORTH 4TH ST	COLUMBUS	CICS	10		Flash 2
DEER LODGE	1101 MARYLAND AVE	DEER LDG	CICS	5		CP100
BOARD OF PARDONS	300 MARYLAND AVE	DEER LDG	CICS	10		CP100
MOTOR VEHICLE DIVISION	1003 BUCKSKIN DR	DEER LDG	MICS	41	DTI, Cintech	NTVM8
JOB SERVICE	730 N MONTANA	DILLON	CICS	7		NTVM4
MTST	501 COURTHOUSE ANNEX	GLASGOW	MICS	8		Flash 4
JOB SERVICE	74 4TH ST NORTH	GLASGOW	MICS	10		NTVM4
STATE OF MONTANA	54078 HIGHWAY 2 WEST	GLASGOW	MICS	18		NTVM4
DOT GLENDIVE	503 NORTH RIVER	GLENDIVE	MICS	48	DTI	NTVM4
JOB SERVICE	211 S.DENDRICK	GLENDIVE	CICS	8		CP100

DPHHS CASCADE COUNTY	201 1ST STREET SOUTH	GT FALLS	MICS	39		CALLPILOT
JOB SERVICE	1018 7TH STREET S	GT FALLS	MICS	61	DTI	CP150
DOJ	1415 NORTHWEST BYPASS	GT FALLS	MICS	5		CP100
CHILD SUPPORT ENFOR	219 5TH ST	GT FALLS	CICS	30	DTI	NTVM8
PROBATION & PAROLE	219 5TH ST S	GT FALLS	MICS	26	DTI	Flash 4
JOB SERVICE	333 W MAIN ST	HAMILTON	CICS	13		Flash 4
PUBLIC DEFENDER	300 SOUTH 2ND STREET	HAMILTON	CICS	10		CP100
DPHHS	310 N 3RD ST	HAMILTON	MICS	15		NTVM4
HIGHWAY PATROL	1708 2ND STREET W	HAVRE	CICS	5		CP100
DOT	1671 HWY 2 W	HAVRE	MICS	32	DTI	CALLPILOT
FWP	2165 HWY# 2 EAST	HAVRE	CICS	8		CP100
JOB SERVICE	160 1RST AVE	HAVRE	MICS	18	DTI	NTVM8
STATE OF MONTANA	3848 FORT CIRCLE	HAVRE	CICS	11		n/a
MTST	8001 NORTH MONTANA	HELENA	MICS	25		CP100
FISH WILDLIFE AND PARKS	600 NORTH PARK AVE	HELENA	MICS	17	DTI	CP150
HELENA JOB SERVICES	715 FRONT STREET	HELENA	CICS	37	DTI	CP150
LAW ENFORCEMENT ACADEMY	2260 SIERRA ROAD EAST	HELENA	MICS	28	DTI	Flash
DPHHS	555 FULLER ST	HELENA	MICS	38	DTI	NTVM4
DPHHS FOOF WAREHOUSE	1400 CARTER DR	HELENA	CICS	15	DTI	CP150
PROPERTY AND SUPPLY	930 E LYNDAL	HELENA	MICS	25	DTI	NTVM4
STATE OF MONTANA FWP	930 CUSTER AVE	HELENA	MICS	30	DTI	NTVM4
DEPT. OF TRANSPORTATION	85 5TH AVENUE EAST NORTH	KALISPELL	MICS	32	DTI, MCK Media Gateway	NTVM4
DEQ	109 COOPERATIVE WAY	KALISPELL	CICS	10		CP100
DPHHS OPA LAME DEER	CHEYENNE AVENUE	LAME DEER	CICS	4		CP100
MENTAL HEALTH CENTER	800 CASINO CREEK DR	LEWISTOW N	MICS	17	DTI	CP150
JOB SERVICE	300 1ST AVE NORTH	LEWISTOW N	MICS	9	DTI	CP100
JOB SERVICE	12 N 10TH ST	MILES CITY	MICS	12	DTI	Flash 4
MTST	539 SOUTH 3RD ST W	MISSOULA	MICS	45	DTI	CP150
PUBLIC DEFENDER	610 WOODY	MISSOULA	MICS	38	DTI	CP150
DNRC WATER RESOURCES	1610 S 3RD ST W	MISSOULA	MICS	6		CP100
PROBATION & PAROLE	2415 MULLAN RD	MISSOULA	MICS	29	DTI	NTVM4
STATE OF MONTANA	2100 W BROADWAY	MISSOULA	MICS	77	DTI	NTVM4
DNRC	STILLWATER STATE FOREST	OLNEY	CICS	21		CP150
DPHHS	830 1/2 SHORELINE DR	POLSON	MICS	36	DTI	NTVM4
JOB SERVICE	417 MAIN ST	POLSON	MICS	15		Flash 4
DNRC OIL & GAS	165 MAIN ST	SHELBY	CICS	4		n/a
JOB SERVICE	1125 OILFIELD AVE	SHELBY	CICS	4		Flash 2
JOB SERVICE	201 MAIN ST	WOLF POINT	MICS	10	DTI	Flash 4
DOT	PO BOX 3000	WOLF POINT	MICS	26		NTVM4
DPHHS OPA	CNTY OPA,CRT BLDG.	WOLF POINT	CICS	13		CP100

At a minimum offerors should be willing to offer yearly agreements for the systems listed above, both telephone and peripheral equipment. The award of a contract(s) from this RFP does not guarantee that the systems currently under maintenance will continue with a maintenance arrangement. The decision whether to have a maintenance contract or not is an individual agency decision. It will be up to the contractor to contact the individual agency and negotiate a new maintenance arrangement.

The systems currently owned by the State and not under maintenance (42 systems) are handled on a Time and Materials basis. Any of these systems could potentially move to maintenance contracts. It is up to the contractor to contact the individual agency and work with them to see if they want to move to a maintenance arrangement. The systems under T&M are:

STATE AGENCY	LOCATION	CITY	TYPE	# SETS	OTHER	VOICE MAIL
DNRC	7916 HWY 1 WEST	ANACONDA	CICS	10		
DPHHS	307 EAST PARK	ANACONDA	MICS	3		Flash VM
STATE OF MONTANA	91 E CENTRAL	BELGRADE	MICS	7		NTVM4
DEPT OF REVENUE	175 N 27TH ST	BILLINGS	MICS	49	DTI	CP150
FWP BILLINGS	2300 LAKE ELMO DRIVE	BILLINGS	MICS	34	DTI	NTVM4
DNRC WATER RESOUR	151 EVERGREEN DR	BOZEMAN	MICS	11		
DPHHS VOC REHAB	220 WEST LAMME	BOZEMAN	MICS	4		Flash 2
GALLATIN COUNTY APPRAISAL	603 NIKLES DRIVE	BOZEMAN	MICS	8		Flash VM
JOB SERVICES	121 N WILSON	BOZEMAN	MICS	25		NTVM4
JOB SERVI	200 2ND ST SW	BROWNING	CICS	6		
DPHHS	1210 E MAIN	CUT BANK	MICS	9		Flash 4
POWELL COUNTY COURTHOUSE	409 MISSOURI AVENUE	DEER LODGE	MICS	5		CP100
FWP	HIGHWAY 117	FORT PECK	CICS	13		CP100
DEPT. OF CORRECTIONS	606 N. MERRILL AVENUE	GLENDIVE	MICS	12		
DPHHS GLENDIVE	218 W BELL	GLENDIVE	CICS	7		Flash 2
EAST MT VETERANS HOME	200 MONTANA AVE	GLENDIVE	MICS	34	DTI	CP150
DPHHS VR/DI	201 1ST STREET	GREAT FALLS	CICS	28	DTI	CP150
JUDICIAL DISTRICT COURT	425 CENTRAL AVENUE	GREAT FALLS	CICS	8		CALLPILOT
DPHHS	2300 12TH AVE S	GREAT FALLS	MICS	44	DTI	NTVM4
CORRECTIONS YOUTH SVC	625 CENTRAL AVE	GREAT FALLS	CICS	25	DTI	NAM 4
FWP GREAT FALLS	4600 GIANT SPRING ROAD	GREAT FALLS	MICS	32		NTVM4
DPHHS CFSD HAMILTON	108 PINCKNEY ST	HAMILTON	MICS	13	DTI	CALLPILOT
REVENUE	1719 N FIRST ST	HAMILTON	MICS	24	DTI	CP150
DPHHS CFS	409 CENTER ST	HARDIN	CICS	6		CP100
DPHHS	501 HOPI ST	HARLEM	CICS	8		Flash VM
PROBATION & PAROLE	111 11TH STREET W	HAVRE	CICS	5		CP100
DPHHS HAVRE	42 2ND AVE E	HAVRE	MICS	10		Flash VM
DPHHS OPA	302 4TH AVE	HAVRE	MICS	15		Call Pilot
SEC OF STATE RECORDS MGMT	1320 BOZEMAN ST	HELENA	MICS	7		CP 100
AG RESEARCH STATION	748 RAILROAD HWY	HUNTLEY	MICS	20		
FWP	490 N MERIDIAN BLVD	KALISPELL	CICS	64	DTI	VM8
HIGHWAY PATROL	3220 HIGHWAY 93 S	KALISPELL	CICS	13		CP100
FWP	215 WEST AZTEC DRIVE	LEWISTOWN	CICS	10		Flash VM
DPHHS	220 EAST PARK ST	LIVINGSTON	MICS	28	DTI	Flash 4
FWP	INDUSTRIAL SITE WEST	MILES CITY	MICS	23	DTI	NTVM4
DPHHS OPA	219 NORTH MERRIAM	MILES CITY	CICS	7		CP100
DNRC	124 AIRPORT RD	PLAINS	MICS	18		CP100
JOB SERVICE	211 N CENTRAL	SIDNEY	CICS	7		NTVM4
DNRC	58741 HWY 83	SWAN LAKE	MICS	11		CALLPILOT
JOB SERVICE	2 TRADEWINDS WAY	THOMPSON FLS	MICS	22	DTI	NTVM4
FWP	342 ULM VAUGH RD	ULM	CICS	6		Flash 2
DPHHSWOLF POINT	100 MAIN	WOLF POINT	MICS	15	DTI	NAM 4

The incumbent vendor will be responsible for maintenance on the 15 systems under warranty up to the warranty expiration date. Any of these systems could potentially move to maintenance contracts. It is up to the contractor to contact the individual agency and work with them to see if they want to move to a maintenance arrangement. The systems under warranty are:

STATE AGENCY	LOCATION	CITY	TYPE	# SETS	OTHER	VOICE MAIL
DPHHS CSED	1500 POLY DR	BILLINGS	MICS	45	DTI	CP150
NEW PUBLIC DEFENDERS	207 N BROADWAY	BILLINGS	MICS	33	DTI	CP150
DEQ	49 NORTH MAIN ST	BUTTE	CICS	4		CALLPILOT
PROBATION & PAROLE	105 W BROADWAY	BUTTE	CICS	11		CALLPILOT
DNRC TRUST LANDS OFFICE	224 6TH STREET SOUTH	GLASGOW	CICS	13		CP100
DEPT OF REVENUE	300 CENTRAL AVE	GREAT FALLS	MICS	27	DTI	CP150
DOT	200 SMELTER AVE	GREAT FALLS	MICS	66	DTI	CP150
DNRC	48455 N SPERRY GRADE	GREENOUGH	MICS	13	DTI	CALLPILOT
DNRC TRUST LANDS OFFICE	210 6TH AVE	HAVRE	CICS	10		CP100
DPHHS	ONE NORTH LAST CHANCE	HELENA	CICS	8		
DPHHS	121 FINANCIAL DRIVE	KALISPELL	MICS	83	2 DTI	CP150
DNRC	613 NE MAIN STREET	LEWISTOWN	MICS	23	DTI	CP150
JOB SERVICE	220 EAST PARK ST	LIVINGSTON	MICS	17	DTI	CP100
DPHHS CSF	708 PALMER	MILES CITY	CICS	23	DTI	CP150
DPHHS VOCATIONAL REHAB	114 NORTH 7TH	MILES CITY	CICS	5		CP100

3.8.2 Service Technicians. The State requires that contractors use experienced trained technicians to perform MAC work or to respond to service calls, and that a sufficient number of qualified technicians are employed by the contractor to provide quality service to the State on an on-going basis. Service technicians shall be required, upon request, to submit certification, licensing or proof of training.

Service technicians are expected to arrive at the customer site fully equipped to perform the maintenance duties required. "Fully Equipped" is described as possessing all parts, tools, cable, connectors, ladders, test equipment, termination equipment, etc. needed to complete the required maintenance service. The State expects that whenever possible, contractors will use technicians that are familiar with customer sites to avoid unnecessary delays in performing repair or MAC work. Where subcontractors are used, the State requires that subcontractor work is managed and monitored by the contractor. Offerors shall describe how they will comply with these requirements.

The offeror must agree that all maintenance personnel shall be familiar with the requirements of this RFP document in order to ensure that all required maintenance tasks specified in this RFP will be performed by the offeror's maintenance team.

3.8.3 Service Center Locations. Offeror shall list the main location and any branch location(s) that would service state agencies and that have service technicians. Offeror shall identify, by city, its service center(s) coverage.

3.8.4 Spare Parts. Describe in detail how you will handle insuring that sufficient spare stock inventory is carried for each system you propose to maintain. Detail what spare parts you will have in inventory and where they will be housed.

3.8.5 Travel Time. The State shall not be charged for travel time or overtime for a location requiring maintenance that is under a maintenance agreement.

3.8.6 Repair Work / Trouble Reporting. Agencies may request repair service through the ITSD Help Desk or the State PM, during normal business hours, Monday through Friday, 8:30 am to 4:30 pm. Agencies may also request repair service directly from contractors during normal business hours as well as after hours.

The contractor shall provide a single point of contact for trouble reporting. This telephone number must be staffed to receive trouble reports 24 hours a day, seven days a week. The contractor shall describe any web-based service/repair access systems to place orders or check status on troubles/orders. The contractor must not refer the reporting agency to another maintenance center or reporting telephone number but must escalate within its organization until resolution of the reported issue.

Offeror shall fully describe its trouble reporting procedures including, at minimum:

- Staffing of trouble center
- Response capability including intervals
- Dispatching capability
- Repair coordination
- Cleared trouble sign-off (completion procedure)
- Quarterly reports on number of repairs, location, and the nature of troubles

3.8.6.1 Repair Coordination. Upon request by the State, the contractor shall provide full system maintenance services and be the central point of contact for trouble reporting. In the case of the agency calling the contractor's service department or the ITSD Help Desk calling the contractor shall verify the source of any problem and if required, interface directly with the Help Desk, the agency, or the State PM. The contractor may also be required to interface with the network provider and/or other system vendors. If the system is covered under warranty or a maintenance contract, this shall be done at no charge to the State. The contractor is required to attend any vendor meeting arranged by the State to facilitate the resolution of a technical problem associated with the performance of the telecommunications systems.

3.8.6.2 Contractor's Response to Repair Calls. The State considers that a repair call has been responded to when a contractor's qualified technician, suitably equipped to service the installed system, has arrived at the State agency site, or when a problem is in the process of being remotely cleared. This applies during installation, during warranty, or after warranty under a service agreement, or under time and materials.

After receipt of the system trouble report, the contractor must notify the reporting group or agency contact (by the required response times outlined in this section of the RFP document) that it has completed remote testing (if the system is so equipped) and/or when a qualified service technician will be on site to facilitate repair of the affected service.

3.8.6.3 Routine Repairs. Routine repair calls during normal business hours (8:30 a.m. to 4:30 p.m., Monday through Friday) shall be responded to within the time frames stipulated below. Outside of these hours, weekends, and holidays, routine repair calls shall be responded to using the intervals below by the next normal business day.

The offeror shall describe how it will meet or exceed, the following requirements when providing routine maintenance service:

- The contractor shall commence remote testing of the system (if the system is so equipped) within one hour of receipt of the trouble report from the State. The contractor shall complete this testing within two hours of the initial service call from the State. The contractor shall notify the agency contact person within two hours of the initial trouble report with the results of its remote testing.
- The contractor shall provide reports or records, upon State request, of all required system testing to confirm compliance with the two hour testing requirement listed above.
- Should the system not be repaired via remote access or the system not be equipped for remote access, the contractor shall have a qualified technician, suitably equipped for repair of the system, on site at the agency location within eight business hours from the time of initial trouble report.

- The contractor shall complete the repair within 16 business hours of the initial trouble call.
- In the event the contractor experiences extraordinary obstacles to its repair of the system within the required 16 business hour time-to-repair, the contractor shall immediately notify the reporting agency contact and provide a detailed plan of repair, including how the contractor will provision alternative service during an extended disruption of service.

3.8.6.4 Emergency Repairs. The State reserves the right to designate particular systems or phones and/or areas as key to agency operations, and therefore emergency in nature, when in need of repair. The offeror shall describe how it will meet or exceed, the following requirements when providing emergency maintenance service:

- The contractor shall commence remote testing of the system (if the system is so equipped) within 30 minutes of receipt of the trouble report from the State. The contractor shall complete this testing within 60 minutes of the initial service call from the State. The contractor shall notify the agency contact within this 60 minutes of the initial trouble report with the results of its remote testing.
- The contractor shall provide reports or records, upon State request, of all required system testing to confirm compliance with the 60 minute testing requirement listed above.
- Should the system not be repaired via remote access, the contractor shall have a qualified technician, suitably equipped for repair of the system, on site at the agency location within four continuous hours from the time of initial trouble report.
- The contractor shall complete the repair within eight continuous hours of the initial trouble call.
- In the event the contractor experiences extraordinary obstacles to its repair of the system within the required eight hour time-to-repair, the contractor shall immediately notify the reporting agency contact and provide a detailed plan of repair, including how the contractor will provision alternative service during an extended disruption of service.

3.8.6.4.1 24-Hour Services. Some critical agencies, such as institutional locations, and public safety locations, are operational 24 hours per day, 7 days per week. Describe your ability to provide 24 x 7 service including full weekend and holiday service. Describe the process to obtain after-hours service, including any answering services, pagers, calls to homes, and escalation process.

Provide any additional charges for these services here including details on variations of charges with/without a maintenance contract.

3.8.6.5 Escalation Procedure. Provide your escalation procedure for 24-hour coverage to be invoked in the event that first level maintenance personnel are unable to remedy the State's service request. The offeror shall describe the automatic escalation that takes place within its organization. Offeror shall provide escalation procedures, for each level within the company that include, at minimum, the following:

- A list of individuals (by name and title) at each level of escalation;
- The role of each individual in the escalation process;
- Email address;
- Pager, work, home, and cellular telephone numbers.

These escalation lists shall be kept current, and ISTD is to be notified two weeks in advance of changes so that all appropriate personnel can be notified.

3.8.6.6 Emergency Equipment Replacement. Detail your plan of action for delivery of equipment in the event of a complete system failure. Your plan should include, but not be limited to how you would proceed for:

- Immediate emergency service restoration
- Complete system replacement
- Personnel resources required
- Estimated time frames involved

3.8.7 Maintenance Options. Describe any alternate maintenance plans and/or partial plans available to the State. The offeror shall describe any advantage to purchasing multi-site or statewide maintenance agreements, such as discounted pricing or other benefits to the State.

Although the State is asking the contractor to provide maintenance agreements, the State is not obligated to purchase such. The purchase of a maintenance agreement by the State is at the State's option. The contractor is required to make service available on a time and material basis for all telephone systems and peripheral equipment. It is the contractor's responsibility to ensure that its subcontractor(s) conform to this requirement.

3.9 MOVE, ADD, AND CHANGE WORK

Work involving moves, adds, and changes (MAC) will originate from telephone service requests. Pre-surveys may be required for large or complicated orders. The contractor shall coordinate the scheduling of all MAC orders with the requesting agency or with the State PM. Work shall be performed during normal working hours unless overtime is required to meet an agency's needs. Overtime will not be paid unless it is so stated by the agency on the telephone service request. Work will be billed at the contracted rates resulting from this RFP.

3.9.1 Check-In and Work Order Sign-Off. For MAC work, upon arrival at the work location, the technician shall immediately check in with the site contact or designee. The technician shall be responsible for obtaining a work order sign-off from the agency authorized contact once a MAC order has been completed or a trouble has been cleared. The work order shall include a brief description of the work performed, State order number, site contact's or designee's printed name, signed name and telephone number, contractor representative's printed and signed name. Agency sign-off will not be provided unless the technician checked in prior to commencing work. Payment cannot be made without work order sign-off. The contractor shall provide a copy of the contractor's work order to the site contact person immediately following completion of work.

3.9.2 Service-Affecting Work. The contractor technician shall obtain approval from the agency contact prior to undertaking any work of a service-affecting nature. Service-affecting work includes disabling any operational capabilities of the telephone, voicemail, and call accounting systems, network facilities, and any associated peripheral and back-up systems.

SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

4.0 STATE'S RIGHT TO INVESTIGATE AND REJECT

The State may make such investigations as deemed necessary to determine the ability of the offeror to provide the supplies and/or perform the services specified. The State reserves the right to reject any proposal if the evidence submitted by, or investigation of, the offeror fails to satisfy the State that the offeror is properly qualified to carry out the obligations of the contract. *This includes the State's ability to reject the proposal based on negative references.*

4.1 OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS

In order for the State to determine the capabilities of an offeror to provide the supplies and/or perform the services specified in Section 3 above, the offeror must respond to the following requests for information regarding its ability to meet the State's requirements. **THE RESPONSE "(OFFEROR'S NAME)" UNDERSTANDS AND WILL COMPLY IS NOT APPROPRIATE FOR THIS SECTION.**

NOTE: Each item must be thoroughly addressed or information provided as requested. Offerors taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.

4.1.1 References. Offeror shall provide a minimum of three references that are using supplies and/or services of the type proposed in this RFP. One of the references must be for a BCM system. The references may include state government or political subdivisions of the State where the offeror, preferably within the last three years, has successfully completed installation of systems requested in this request. The offeror shall use the attached reference form (Appendix C) following the instructions. This form requires that the offeror provide the company name, the location where the supplies and/or services were provided, contact person(s), customer's telephone number, e-mail address, and a description of the equipment/service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification. The State may also require visits to customer sites to inspect work performed in the completed system installations.

4.1.2 Offeror Credentials. Offerors submitting proposals to install or maintain telephone and peripheral systems shall be companies that have installed and serviced telecommunications systems and have an existing level of business activity sufficient to sustain operations in the State on a full time basis. The offerors submitting proposals that subcontract cabling solutions shall insure that those companies that they are subcontracting to are companies that have installed and maintained cabling systems and have an existing level of business activity sufficient to sustain operations in the State on a full time basis. Offerors shall have telecommunications and/or cabling systems installed and operating that are comparable in size and type to those proposed. Offerors should be aware and take into consideration in their pricing scheme and maintenance response, the geographic expanse of Montana and the driving time requirements.

Offerors submitting proposals to install or maintain telephone systems shall be manufacturer authorized agents to sell and to support the systems offered in this proposal.

Describe fully and provide documentation as to how you meet the above requirements. Include such information as how long the company submitting the proposal has been in the business of providing services similar to those requested in this RFP and under what company name. Other background information on your company may be helpful in determining experience level including your firm's experience in providing the

requested products/ services as well as experience in working with the State or other large companies or organizations within the state of Montana.

4.1.3 Offeror Staff Qualifications and Experience. The State requires that contractors use experienced trained technicians, certified by the system or cable manufacturer, to perform installations, moves, adds, and change (MAC) work, and to respond to service calls, and that a sufficient number of qualified technicians are employed by the contractor to provide quality service to the State on an on-going basis. The State expects contractors will utilize technicians that become familiar with customer sites to avoid unnecessary delays in performing repair or MAC work. Offeror shall describe how it will comply with the above requirements.

Describe the technical qualifications of your organization and proposed sub-contractor organizations. The offeror shall detail the makeup of its installation and maintenance department(s) that will be supporting the State account for the products/services proposed in this RFP.

Offeror shall describe the availability of high-level technical support staff for trouble-shooting complex problems. Explain the level at which the support is obtained from the manufacturer to resolve such problems.

For the systems listed in Section 5, the offeror shall list in the table below the number of manufacturer-trained and certified technicians and engineers. List the locations where these technicians and engineers are located.

Number of Employees	Norstar CICS / MICS	BCM 50 / 200/ 400
Full time installers		
Part time installers		
Full time repair technicians		
Part time repair technicians		
Engineering Support Staff		

4.1.3.1 Back-Up Maintenance Services. The State is concerned that in the event that the technician who is primarily responsible for the maintenance of the system is unable to respond to a call (vacation, holiday, training, sick, on another call etc.) that the technician dispatched will be unfamiliar with the system design. Explain how back-up maintenance services will be provided.

4.1.4 Offeror Employee Resumes. Resumes of individuals who will be assigned to the State of Montana shall be provided at the end this section. Resumes shall include all training and product certifications. The contractor shall notify the State of any changes to these assignments.

4.1.4.1 Technician Education and Certification. Offeror shall describe here how it keeps its employees and subcontractors current on updates to equipment and standards. Include examples of education sessions, certification programs and frequency of such programs.

4.1.5 Subcontractors. The contractor shall be totally responsible for the entire performance of the contract. If the offeror proposes to use subcontractors, the offeror must identify in its proposal all subcontractors and include:

- Name of subcontractor
- Address of the subcontractor
- Type of services the subcontractor will be providing

The contractor shall submit the above information for any new subcontractors used during the life of the contract, to the ITSD Project Manager. The State reserves the right to reject any subcontractor(s).

The State may also require visits to customer sites to inspect work performed in completing system installations. The offeror shall describe its capability to comply with this requirement.

4.1.6 Manufacturer Support. Fully explain your relationship with Nortel. The explanation shall include the levels of technical support the manufacturer will provide on an ongoing basis. A statement from Nortel indicating the following must be included with the response at the end of this section:

- General terms of the vendor/distributor agreement.
- Length of time remaining in the agreement.
- A statement that the manufacturer is satisfied with the performance of the offeror to date.

4.1.7 Manufacturer's Guarantee. The manufacturer shall furnish a minimum ten year written commitment of support. This ten-year commitment shall cover any system installed under this contract and shall begin for all systems on the date of acceptance of the last system installed under this contract. The offeror shall include this written commitment with its response.

Offeror shall provide, at the end of this section, a written letter of guarantee from Nortel to the State that stipulates the levels of support that will be provided by the manufacturer for the State in the event of one or more of the following:

- Non-Performance by the offeror
- Liquidation or bankruptcy of the offeror
- Cancellation or termination of distributor agreement with offeror

Nortel shall be responsible to provide an alternate supplier of services in the event that the chosen vendor ceases support or is otherwise unavailable to provide support. The offeror shall obtain from Nortel a signed statement to this effect and include it in its response.

4.1.8 Equipment Warranties. Contractor shall provide a minimum one-year warranty for all new equipment. For new system installations, the warranty period shall commence at system acceptance. In the case of phase installations over extended periods of time, the State project manager may perform a phased acceptance. All other equipment warranties shall commence upon equipment installation except for equipment being placed in State inventory where the warranty period shall commence upon equipment delivery date. The State requires that all new equipment or system components installed after acceptance of a system and during the life of the contract also carry a minimum one-year warranty. The preferred method of tracking the warranty period is to label each piece of equipment under warranty with the warranty expiration date. Offeror shall explain how the equipment will be tracked for warranty purposes.

4.1.9 Cabling Warranties. Offeror shall propose a minimum 10-year warranty for new cabling installed either as part of a new system installation or installed anytime after cutover. Offeror shall explain how the cable is tracked for warranty purposes.

SECTION 5: COST PROPOSAL

5.0 GENERAL PRICING – DECLARATION

The offeror, in compliance with this RFP for Telecommunications Equipment Services, has examined the specifications and related documents, and is familiar with the local conditions surrounding this project.

Therefore, the offeror hereby proposes to provide this service in accordance with this RFP and contract documents within the time set forth herein and at prices stated below.

5.1 COST ITEMIZATION

The offeror will provide pricing for all of the subsections listed below.

5.1.1 Pricing for Hardware, Drop Shipped, for Installation. The offeror will list a Percentage Discount, From Manufacturer List Price (MLP) for each of the following Nortel product lines that you would use when selling the product line to the State. This price shall include the ONE YEAR STANDARD FACTORY WARRANTY. It shall also include ground freight to the point of delivery.

Nortel 3 X 8 Key Telephone System _____ % Discount from MLP

Nortel CICS Key Telephone System _____ % Discount from MLP

Nortel MICS Key Telephone System _____ % Discount from MLP

Nortel BCM 50 System _____ % Discount from MLP

Nortel BCM 200 System _____ % Discount from MLP

Nortel BCM 400 System _____ % Discount from MLP

5.1.2 Installation Pricing. When the hardware purchased is installed by the offeror, the offeror shall sell the hardware to the State at the discounted pricing percentage listed above (Drop Ship Pricing) and then shall charge an hourly rate for installing the equipment. Move, Add & Change (MAC) work will be charged at the same hourly rate. This hourly rate shall not apply to travel time. The State will not pay for travel time.

Labor rate per hour \$_____per hour

Labor rate per hour (after hours) \$_____per hour

5.1.3 Station Wiring Installation Pricing. Quote the price of installing a standard cable run as described in Section 3.6.3 using a certified technician providing the labor and materials. This rate shall not include travel time.

Plenum Wire Rate \$_____

Non-Plenum Wire Rate \$_____

5.1.4 Training Pricing. Per the requirements outlined in Section 3.4.4, the offeror shall provide training at the hourly rate listed below. This hourly rate shall not apply to the travel time. This rate will also apply for training that may occur after the system is installed.

Rate per hour \$_____per hour

Rate per hour (after hours) \$_____per hour

5.2 PRICING MODELS

For the purposes of this RFP, the State has identified five different Nortel telephone system configurations. The sample configurations will be used in the cost evaluation process. The State requires that the entire proposed product line be available at a percent off Manufacturer's Suggested Retail Price (MSRP) in addition to the equipment identified in the sample configurations.

Offeror Instructions: In the tables found in Appendix D provide complete itemized product line pricing for the proposed sample configurations. State "\$0.00" if item is provided at no charge or is included as part of another charge, and "NA" if a service charge is not applicable.

5.3 PRICING FOR TELEPHONE SYSTEM MAINTENANCE

If the State elects to purchase systems as a result of this solicitation, all required maintenance will be provided at no additional charge during the first year subsequent to acceptance of the system.

For all purchased equipment an optional maintenance contract or an optional time and labor contract will be included in this proposal, on a per year basis, for years two through five.

Offerors proposing new telephone systems shall provide complete itemized pricing in the Equipment Maintenance column in Appendix D pricing sheets for the equipment models listed. Offerors shall also provide costs for annual maintenance contracts for all legacy systems found Appendix D.

5.4 ORDERS, BILLS, PAYMENTS AND REPORTS

The following billing and ordering procedures pertain to agencies required to utilize ITSD contracts. However, this does not restrict other political subdivisions using this contract vehicle with purchasing flexibility from utilizing these contracts and procedures.

5.4.1 Ordering Process. All new systems, change orders, cabling, move, add, and change (MAC) work, repair work, for agencies, will be ordered through ITSD and the State Project Manager. Agencies will submit a requisition to the State Procurement Bureau and they will issue a purchase order to the contractor. The contractor shall perform no work without a State purchase order.

5.4.2 New System Change Orders. Any required change order will be submitted to the State project manager for approval. The State project manager reviews and submits change orders to ITSD Telecommunications for order issuance. All State approved change orders shall contain pre-acceptance pricing.

5.4.3 Billing. The correct and timely billing of services/equipment used by the State is of the utmost importance. Incorrect or untimely billing affects State agencies' existing budgets, spending, allocation of funds and fiscal year planning. The contractor shall provide all invoices for the completion of a project, phase of a project, work completed as ordered on a telephone service request, or billable completed repair work within 90 calendar days.

5.4.3.1 Billing Formats. Offeror shall describe its capability to provide electronic billing. The offeror shall describe the State's options including format, cycles, media, and web based billing.

5.4.4 Payments. The State will process for payment any telecommunication equipment/services received as a result of a State order that is properly invoiced. Payments will only be made for the dollar amount invoiced. In the case where invoices show discrepancies from the amount included in the Purchase Order or in contract rates, payment will not be made until discrepancies are corrected.

All applicable charges submitted for payment must be no greater than the contractor's contract rates in effect during the period of this agreement. The contractor shall not increase contract rates during the term of this agreement unless otherwise authorized by ITSD.

5.4.4.1 Payments for Maintenance Work. Payments for maintenance (MAC and repair work) will be processed by ITSD or the ordering agency once the order is complete, and an accurate invoice accompanied by the work order sign-off has been received. The sign-off procedure is described earlier in this document.

5.4.5 Overtime Charges. All work to be performed after normal business hours must be authorized by the State prior to the work being performed. This includes move, add, and change (MAC) work, remote maintenance and programming, and repair work. MAC work shall be scheduled during normal business hours unless after-hours work is requested by the State on the telephone service request. The State shall not pay for overtime charges unless authorized by the State prior to the work being performed.

5.4.6 Pricing Changes. The contractor shall not charge the State a higher than contracted price for any item on the contract. The offeror shall guarantee its pricing for the contracted period.

SECTION 6: EVALUATION PROCESS

6.0 BASIS OF EVALUATION

The evaluator/evaluation committee will review and evaluate the offers according to the following criteria based on a total number of 10,000 points.

The **Organization of Proposal, Project Requirements, Offeror Qualifications and References** will be evaluated based on the following Scoring Guide. The **Cost Proposal** will be evaluated based on the formula set forth below.

Any response that fails to achieve a passing score per the requirements of Section 2.3.5 will be eliminated from further consideration. A "fail" for any individual evaluation criterion may result in proposal disqualification at the discretion of the procurement officer.

SCORING GUIDE

In awarding points to the evaluation criteria, the evaluator/evaluation committee will consider the following guidelines:

Superior Response (90-100%): A superior response is a highly comprehensive, excellent reply that meets all of the requirements of the RFP. In addition, the response may cover areas not originally addressed within the RFP and/or include additional information and recommendations that would prove both valuable and beneficial to the agency.

Good Response (75-89%): A good response meets all the requirements of the RFP and demonstrates in a clear and concise manner a thorough knowledge and understanding of the project, with no deficiencies noted.

Fair Response (60-74%): A fair response minimally meets most requirements set forth in the RFP. The offeror demonstrates some ability to comply with guidelines and requirements of the project, but knowledge of the subject matter is limited.

Failed Response (59% or less): A failed response does not meet the requirements set forth in the RFP. The offeror has not demonstrated sufficient knowledge of the subject matter.

6.1 EVALUATION CRITERIA- POINT DISTRIBUTION

Organization of Proposal		2.5% of points for a possible 250 points
Category	Section of RFP	Point Value
A. Sections	1.7.1.1	75
B. Notebooks	1.7.1.2	50
C. Proper Responses	1.7.1.3 and 1.7.1.4	125

Project Requirements		25% of points for a possible 2,500 points
Category	Section of RFP	Point Value
A. Project Manager-PM Credentials	3.4.2.1	300
B. Trainer Credentials	3.4.4.1	300
C. Cable Testing, Reporting, As-Built Drawings	3.7	200
D. Maintenance Agreements	3.8.1	Pass/Fail

E. Service Technicians	3.8.2	300
F. Service Center Locations and Coverage	3.8.3	300
G. Spare Parts Inventory and Cache Locations	3.8.4	300
H. Repair Work / Trouble Reporting	3.8.6	200
I. Routine Repair Procedures	3.8.6.3	200
J. Emergency Repair Procedures	3.8.6.4	100
K. 24 hour Repair Services	3.8.6.4.1	100
L. Escalation Procedures	3.8.6.5	100
M. Emergency Equipment Replacement	3.8.6.6	50
N. Maintenance Options	3.8.7	50

Offeror Qualifications		20% of points for a possible 2,000 points	
Category	Section of RFP	Point Value	
A. Offeror Credentials	3.3 and 4.1.2	300	
B. Offeror Qualifications and Experience	4.1.3	400	
C. Back-up Maintenance	4.1.3.1	250	
D. Employee Resumes	4.1.4	250	
E. Technician Education and Certification	4.1.4.1	100	
F. Subcontractors	3.3.1 and 4.1.5	100	
G. Manufacturer Support	4.1.6	200	
H. Manufacturer's Guarantee	4.1.7	100	
I. Equipment Warranties	4.1.8	150	
J. Cabling Warranties	4.1.9	150	

References		15% of points for a possible 2,250 points (7.5% for each of 3 references)	
Category	Section of RFP	Point Value	
A. On Time	Appendix C	125	375
B. Appropriate Resources	Appendix C	125	375
C. Knowledgeable	Appendix C	125	375
D. Accurate Billing	Appendix C	125	375
E. Communications / Responsive	Appendix C	125	375
F. Use Again	Appendix C	125	375

Cost Proposal	30% of points for a possible 3,000 points
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Evaluation will be based on the total cost of the pricing models (configurations 1-5) listed in Appendix D.

The lowest overall cost receives the maximum allotted points. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. Example: Total possible points for cost are 30. Offeror A's cost is \$20,000. Offeror B's cost is \$30,000. Offeror A would receive 30 points, Offeror B would receive 20 points ($\$20,000/\$30,000 = 67\% \times 30 \text{ points} = 20$).

Lowest Responsive Offer Total Cost x Number of available points = Award Points
This Offeror's Total Cost

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the State Procurement Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer and ONLY if they are completely received by the State Procurement Bureau prior to the time set for receipt. Responses to RFPs, or portions thereof, received after the due time will not be considered.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or

any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/procurement/preferences.asp>.

REFERENCE TO CONTRACT: The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the State Procurement Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

WARRANTIES:

Warranty for Services:

The contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this contract. State agrees to provide timely written notice of any failure to comply with this warranty so that the contractor can take corrective action.

Warranty for Software: Upon initial installation of the software, the contractor warrants that: (i) the unmodified software will provide the features and functions, and will otherwise conform to all published documentation including on the contractor's website; and (ii) the media upon which the software is furnished will be free from defects in materials and workmanship under normal use and service.

Warranty for Hardware:

The contractor warrants that hardware provided is free from defects in materials and workmanship and conforms to the specifications.

The warranty period for provided hardware is a fixed period commencing on the date specified in a statement of work or applicable contract. If the hardware does not function as warranted during the warranty period and the contractor is unable to either: i) make it do so; or ii) replace it with one that is at least functionally equivalent, State may return it to the contractor for a full refund.

The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the specifications.

THESE WARRANTIES ARE THE STATE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

APPENDIX B: INFORMATION TECHNOLOGY CONTRACT

1. Parties
2. Effective Date, Duration, and Renewal
3. Cooperative Purchasing
4. Exclusive Contract
5. Cost/Price Adjustments
6. Services and/or Supplies
7. Consideration/Payment
8. Term Contract Reporting
9. Access and Retention of Records
10. Assignment, Transfer, and Subcontracting
11. Limitation of Liability
12. Required Insurance
13. Compliance with Workers' Compensation Act
14. Compliance with Laws
15. Montana Prevailing Wage Requirements
16. Patent and Copyright Protection
17. Contract Oversight
18. Contract Termination
19. Event of Breach – Remedies
20. Waiver of Breach
21. State Personnel
22. Contractor Personnel
23. Meetings and Reports
24. Contractor Performance Assessments
25. Transition Assistance
26. Choice of Law and Venue
27. Scope, Amendment, and Interpretation
28. Execution

TELECOMMUNICATIONS EQUIPMENT AND SERVICES TERM CONTRACT

(INSERT CONTRACT NUMBER)

1. PARTIES

THIS CONTRACT is entered into by and between the State of Montana, Department of Administration, Information Technology Services Division, (hereinafter referred to as "the State"), whose address and phone number are PO Box 200113, Helena MT 59620-0113, (406) 444-2913, and **(insert name of contractor)**, (hereinafter referred to as the "Contractor"), whose address and phone number are **(insert address)** and **(insert phone number)**.

THE PARTIES AGREE AS FOLLOWS:

2. EFFECTIVE DATE, DURATION, AND RENEWAL

2.1 Contract Term. This contract shall take effect on July 1, 2008 and terminate on June 30, 2011, unless terminated earlier in accordance with the terms of this contract. (Section 18-4-313, MCA)

2.2 Contract Renewal. This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not to exceed a total of ten years, at the option of the State.

3. COOPERATIVE PURCHASING

Under Montana law, public procurement units, as defined in section 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

4. EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is considered to be an "Exclusive" use contract and state agencies must obtain the specified product/service from the contract holder(s), unless the contract allows otherwise. However, the State Procurement Bureau does not guarantee any minimum usage totals and it is the individual agency's responsibility to comply with the terms of the contract.

5. COST/PRICE ADJUSTMENTS

Cost Increase by Mutual Agreement. After the initial term of this contract, each renewal term may be subject to a cost increase by mutual agreement.

6. SERVICES AND/OR SUPPLIES

The Contractor agrees to provide to the State telecommunications equipment and services more fully defined in the Contractor's response to RFP # SPB08-1600P (Attachment A).

7. CONSIDERATION/PAYMENT

7.1 Payment Schedule. In consideration for the telecommunications equipment and services to be provided, the State shall pay according to the schedule contained in Attachment A.

7.2 Withholding of Payment. The State may withhold disputed payments to the Contractor under the subject statement of work (or where no statement of work exists, the applicable contract) if the Contractor is in material breach of such statement of work (or applicable contract). Such withholding cannot be greater than, in the aggregate, fifteen percent (15%) of the total value of the subject statement of work or applicable contract. With respect to payments subject to milestone acceptance criteria, the State may withhold payment only for such specific milestone if and until the subject milestone criteria are met. The Contractor is not relieved of its performance obligation in the event such payment is withheld.

8. TERM CONTRACT REPORTING

Term contract holder(s) shall furnish annual reports of term contract usage. Each report shall contain the product description, total quantity sold of each item, total dollars expended, and the name of the agency purchasing the item. The first report for this term contract will be due in July 2009.

Reported volumes and dollar totals may be checked by the State Procurement Bureau against State records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or justification for removal from consideration for award of contracts by the State.

9. ACCESS AND RETENTION OF RECORDS

9.1 Access to Records. The Contractor agrees to provide the State, Legislative Auditor, or their authorized agents access to any records required to be made available by 18-1-118 MCA, in order to determine contract compliance.

9.2 Retention Period. The Contractor agrees to create and retain records supporting the telecommunications equipment and services for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation, or exception relating to this contract taken by the State of Montana or a third party.

10. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

The Contractor shall not assign, transfer, or subcontract any portion of this contract without the express written consent of the State. (Section 18-4-141, MCA)

11. LIMITATION OF LIABILITY

The Contractor's liability for contract damages is limited to direct damages and further to no more than twice the contract amount. The Contractor shall not be liable for special, incidental, consequential, punitive, or indirect damages. Damages caused by injury to persons or tangible property, or related to intellectual property indemnification, are not subject to a cap on the amount of damages.

12. REQUIRED INSURANCE

12.1 General Requirements. The Contractor shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

12.2 Primary Insurance. The Contractor's insurance coverage with respect to the Contractor's negligence shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

12.3 Specific Requirements for Commercial General Liability. The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

12.4 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency, the Contractor will elect to either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

12.5 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than B++ indicating compliance with the required coverages, has been received by the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require certificates of insurance policies at all times.

13. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of this contract. A renewal document must be sent to the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135, upon expiration.

14. COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

15. MONTANA PREVAILING WAGE REQUIREMENTS

Unless superseded by federal law, Montana law requires that contractors and subcontractors give preference to the employment of Montana residents for any public works contract in excess of \$25,000 for construction or

nonconstruction services in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Unless superseded by federal law, each contractor shall ensure that at least 50% of the contractor's workers performing labor on a construction project are bona fide Montana residents. The Commissioner of the Montana Department of Labor and Industry has established the resident requirements in accordance with sections 18-2-403 and 18-2-409, MCA. Any and all questions concerning prevailing wage and Montana resident issues should be directed to the Montana Department of Labor and Industry.

In addition, unless superseded by federal law, all employees working on a public works contract shall be paid prevailing wage rates in accordance with sections 18-2-401 through 18-2-432, MCA, and all administrative rules adopted pursuant thereto. Montana law requires that all public works contracts, as defined in section 18-2-401, MCA, in which the total cost of the contract is in excess of \$25,000, contain a provision stating for each job classification the standard prevailing wage rate, including fringe benefits, travel, per diem, and zone pay that the contractors, subcontractors, and employers shall pay during the public works contract.

Furthermore, section 18-2-406, MCA, requires that all contractors, subcontractors, and employers who are performing work or providing services under a public works contract post in a prominent and accessible site on the project staging area or work area, no later than the first day of work and continuing for the entire duration of the contract, a legible statement of all wages and fringe benefits to be paid to the employees in compliance with section 18-2-423, MCA. Section 18-2-423, MCA, requires that employees receiving an hourly wage must be paid on a weekly basis.

Each contractor, subcontractor, and employer must maintain payroll records in a manner readily capable of being certified for submission under section 18-2-423, MCA, for not less than three years after the contractor's, subcontractor's, or employer's completion of work on the public works contract.

The Commissioner of the Montana Department of Labor and Industry has established the standard prevailing rate of wages in accordance with sections 18-2-401 and 18-2-402, MCA, for Computer, Automated Teller, and Office Machine Repairers to be \$19.71 per hour, plus a benefit rate of \$2.47.

16. PATENT AND COPYRIGHT PROTECTION

16.1 Third-Party Claim. In the event of any claim by any third party against the State that the products furnished under this contract infringe upon or violate any patent or copyright, the State shall promptly notify the Contractor. The Contractor shall defend such claim, in the State's name or its own name, as appropriate, but at the Contractor's expense. The Contractor will indemnify the State against all costs, damages, and attorney's fees that accrue as a result of such claim. Such indemnification will be conditional upon the following:

- a. the State will promptly notify the Contractor of the claim in writing; and
- b. the State will allow the Contractor to control, and will cooperate with the Contractor in the defense and any related settlement negotiations, provided that:
 - i. the Contractor will permit the State to participate in the defense and settlement of any such claim, at the State's own expense, with counsel of its choosing; and
 - ii. the Contractor shall not enter into or agree to any settlement containing any admission of or stipulation to any guilt, fault, liability or wrongdoing on the part of the State, its elected and appointed officials, agents or employees without the State's prior written consent.

16.2 Product Subject of Claim. If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then the Contractor may, at its option, procure for the State the right to continue using the alleged infringing product, or modify the product so that it becomes noninfringing or replace it with one that is at least functionally equivalent. If none of the above options can be accomplished, or if the use of such product by the State shall be prevented by injunction, the State agrees to return the product to the Contractor on written request. The Contractor will then give the State a credit equal to the amount paid

to the Contractor for the creation of the Work Product. This is the Contractor's entire obligation to the State regarding a claim of infringement. The State is not precluded from seeking other remedies available to it hereunder, including Section 11, and in equity or law for any damages it may sustain due to its inability to continue using such product.

16.3 Claims for Which Contractor is Not Responsible. The Contractor has no obligation regarding any claim based on any of the following except where the Contractor has agreed in writing, either separately or within this contract, to such use that is the basis of the claim:

- a. anything the State provided which is incorporated into a Work Product except:
 - i. where the Contractor knew (and the State did not know) such thing was infringing at the time of its incorporation into a Work Product but failed to advise the State; or
 - ii. where the claim would not have been brought except for such incorporation;
- b. the State's modification of a Work Product furnished under this contract;
- c. the use of a Work Product in a manner that could not be reasonably contemplated within the agreed upon scope of the applicable project; or
- d. infringement by a non-Contractor Work Product alone.

17. CONTRACT OVERSIGHT

17.1 CIO Oversight. The Chief Information Officer (CIO) for the State of Montana, or designee, may perform contract oversight activities. Such activities may include the identification, analysis, resolution, and prevention of deficiencies that may occur within the performance of contract obligations. The CIO may require the issuance of a right to assurance or the issuance of a stop work order.

17.2 Right to Assurance. If the State, in good faith, has reason to believe that the Contractor does not intend to, or is unable to perform or has refused to perform or continue performing all material obligations under this contract, the State may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand (in no event less than five (5) business days) may, at the State's option, be the basis for terminating this contract under the terms and conditions or other rights and remedies available by law or provided by this contract.

17.3 Stop Work Order. The State may, at any time, by written order to the Contractor, require the Contractor to stop any or all parts of the work required by this contract for the period of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The State Pm shall make the necessary adjustment in the delivery schedule or contract price, or both, and this contract shall be amended in writing accordingly.

18. CONTRACT TERMINATION

18.1 Termination for Cause. The State or the Contractor may, by written notice to the other party, terminate this contract in whole or in part at any time the other party fails to perform this contract pursuant to Section 19, Event of Breach – Remedies.

18.2 Bankruptcy or Receivership. Voluntary or involuntary bankruptcy or receivership by the Contractor may be cause for termination.

18.3 Noncompliance with Department of Administration Requirements. The Department of Administration, pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any Statewide IT policy or standard in effect as of the date of contract execution. In the event of such termination, the State will pay for products and services delivered to date and any applicable termination fee specified in the statement of work or work order. Any modifications to this contract must be mutually agreed to by the parties.

18.4 Reduction of Funding. The State, at its sole discretion, may terminate or reduce the scope of this contract if available funding is reduced for any reason. (See section 18-4-313(4), MCA.)

19. EVENT OF BREACH – REMEDIES

19.1 Event of Breach. Any one or more of the following acts or omissions of the Contractor shall constitute an event of breach:

- a. products or services furnished by the Contractor fail to conform to any requirement of this contract;
or
- b. failure to submit any report required by this contract; or
- c. failure to perform any of the other covenants and conditions of this contract, including beginning work under this contract without prior Department of Administration approval.

19.2 Actions in Event of Breach. Upon the occurrence of any material breach of this contract, either party may take either one, or both, of the following actions:

- a. give the breaching party a written notice specifying the event of breach and requiring it to be remedied within, in the absence of a greater specification of time, thirty (30) days from the date of the notice; and if the event of breach is not timely remedied, terminate this contract upon giving the breaching party notice of termination; or
- b. treat this contract as materially breached and pursue any of its remedies at law or in equity, or both.

20. WAIVER OF BREACH

No failure by either party to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of either party to enforce each and all of the provisions hereof upon any further or other breach on the part of the breaching party.

21. STATE PERSONNEL

21.1 State Contract Manager. The State Contract Manager identified below is the State's single point of contact and will perform all contract management pursuant to section 2-17-512, MCA, on behalf of the State. Written notices, requests, complaints, or any other issues regarding this contract should be directed to the State Contract Manager.

The State Contract Manager for this contract is:

(Name):
(Address):
(City, State, ZIP):
Telephone #:
Cell Phone #:
Fax #:

E-mail:

21.2 State Project Manager. The State Project Manager identified below will manage the day-to-day project activities on behalf of the State.

The State Project Manager for this contract is:

(Name):

(Address):

(City, State, ZIP):

Telephone #:

Cell Phone #:

Fax #:

E-mail:

22. CONTRACTOR PERSONNEL

22.1 Identification/Substitution of Personnel. The personnel identified or described in the Contractor's proposal shall perform the services provided for the State under this contract. The Contractor agrees that any personnel substituted during the term of this contract must be able to conduct the required work to industry standards and be equally or better qualified than the personnel originally assigned. The State reserves the right to approve the Contractor personnel assigned to work under this contract, and any changes or substitutions to such personnel. The State's approval of a substitution will not be unreasonably withheld. This approval or disapproval shall not relieve the Contractor to perform and be responsible for its obligations under this contract. The State reserves the right to require Contractor personnel replacement. In the event that Contractor personnel become unavailable, it will be the Contractor's responsibility to provide an equally qualified replacement in time to avoid delays to the work plan.

22.2 Contractor Contract Manager. The Contractor Contract Manager identified below will be the single point of contact to the State Contract Manager and will assume responsibility for the coordination of all contract issues under this contract. The Contractor Contract Manager will meet with the State Contract Manager and/or others necessary to resolve any conflicts, disagreements, or other contract issues.

The Contractor Contract Manager for this contract is:

(Name):

(Address):

(City, State, ZIP):

Telephone #:

Cell Phone #:

Fax #:

E-mail:

22.3 Contractor Project Manager. The Contractor Project Manager identified below will manage the day-to-day project activities on behalf of the Contractor:

The Contractor Project Manager for this contract is:

(Name):

(Address):

(City, State, ZIP):

Telephone #:

Cell Phone #:

Fax #:

E-mail:

23. MEETINGS AND REPORTS

23.1 Technical or Contractual Problems. The Contractor is required to meet with the State's personnel, or designated representatives, at no additional cost to the State, to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the State. Failure to participate in problem resolution meetings or failure to make a good faith effort to resolve problems may result in termination of this contract.

23.2 Progress Meetings. During the term of this contract, the State's Project Manager will plan and schedule progress meetings with the Contractor to discuss the progress made by the Contractor and the State in the performance of their respective obligations. These progress meetings will include the State Project Manager, the Contractor Project Manager, and any other additional personnel involved in the performance of this contract as required. At each such meeting, the Contractor shall provide the State with a written status report that identifies any problem or circumstance encountered by the Contractor, or of which the Contractor gained knowledge during the period since the last such status report, which may prevent the Contractor from completing any of its obligations or may generate charges in excess of those previously agreed to by the parties. This may include the failure or inadequacy of the State to perform its obligation under this contract. The Contractor shall identify the amount of excess charges, if any, and the cause of any identified problem or circumstance and the steps taken to remedy the same.

23.3 Failure to Notify. In the event the Contractor fails to specify in writing any problem or circumstance that materially impacts the costs of its delivery hereunder, including a material breach by the State, about which the Contractor knew or reasonably should have known with respect to the period during the term covered by the Contractor's status report, the Contractor shall not be entitled to rely upon such problem or circumstance as a purported justification for an increase in the price for the agreed upon scope; provided, however, that the Contractor shall be relieved of its performance obligations to the extent the acts or omissions of the State prevent such performance.

23.4 State's Failure or Delay. For a problem or circumstance identified in the Contractor's status report in which the Contractor claims was the result of the State's failure or delay in discharging any State obligation, the State shall review same and determine if such problem or circumstance was in fact the result of such failure or delay. If the State agrees as to the cause of such problem or circumstance, then the parties shall extend any deadlines or due dates affected thereby, and provide for any additional charges by the Contractor. If the State does not agree as to the cause of such problem or circumstance, the parties shall each attempt to resolve the problem or circumstance in a manner satisfactory to both parties.

24. CONTRACTOR PERFORMANCE ASSESSMENTS

24.1 Assessments. The State may conduct assessments of the Contractor's performance. The Contractor will have an opportunity to respond to assessments, and independent verification of the assessment may be utilized in the case of disagreement.

24.2 Record. Completed assessments may be kept on record at the State's Information Technology Services Division and may serve as past performance data. Past performance data will be available to assist agencies in the selection of IT service providers for future projects. Past performance data may also be utilized in future procurement efforts.

25. TRANSITION ASSISTANCE

If this contract is not renewed at the end of this term, or is terminated prior to the completion of a project, or if the work on a project is terminated for any reason, the Contractor must provide for a reasonable, mutually agreed period of time after the expiration or termination of this contract, all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the services to continue without

interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this contract, except for those terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by this contract. If there are no established contract rates, then the rate shall be mutually agreed upon. If the State terminates a project or this contract for cause, then the State will be entitled to offset the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said termination.

26. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See section 18-1-401, MCA.)

27. SCOPE, AMENDMENT, AND INTERPRETATION

27.1 Contract. This contract consists of **(insert number)** numbered pages, any Attachments as required, RFP # SBP08-1600P, as amended, and the Contractor's RFP response as amended. In the case of dispute or ambiguity about the minimum levels of performance by the Contractor the order of precedence of document interpretation is as follows: 1) amendments to this contract, 2) this contract, 3) the applicable statement of work, 4) RFP # SPB08-1600P, as amended, and 5) the Contractor's RFP response, as amended.

27.2 Entire Agreement. These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties.

28. EXECUTION

The Contractor is notified that pursuant to section 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project, or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

The parties through their authorized agents have executed this contract on the dates set out below.

**INFORMATION TECHNOLOGY SERVICES
DIVISION
PO BOX 200113
HELENA MT 59620-0113**

(INSERT CONTRACTOR'S NAME)

(Insert Address)

(Insert City, State, Zip)

FEDERAL ID #

BY: Dick Clark, Chief Information Officer
(Name/Title)

BY: _____
(Name/Title)

(Signature)

(Signature)

DATE: _____

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)

Approved as to Form:

Procurement Officer (Date)
State Procurement Bureau

APPENDIX C: CUSTOMER REFERENCE FORM

Customer Reference Form – Instructions

- A complete and separate Customer Reference Form must be provided for each of your three references.
- One of the references must be for a BCM system
- Offeror must complete the first part of the Customer Reference Form, filling in the information for Offeror Name, and the Name of Project and the General Description of the Project
- A responsible party of the organization for which the services were provided (the Customer) must provide the reference information.
- The person providing the reference must sign and date the form.
- The Customer Reference Form(s) must be submitted with the offeror's proposal.
- The State may contact the reference to verify the information given within the Customer Reference Form and within the proposal. If the State finds erroneous information, points may be deducted or the proposal may be rejected.
- If all questions are not answered on the Customer Reference Form, if information is missing, or if the form is not signed, points may be deducted or the proposal may be rejected.
- If a proposal is submitted without a Customer Reference Form, points will be deducted or the proposal may be rejected.
- The State reserves the right to use other known references for the project other than those provided by the offeror. In this event, references will be scored using same method as Appendix C.

APPENDIX C: CUSTOMER REFERENCE FORM

<p>Offeror Information</p> <p>Company (Offeror): _____</p> <p>Customer: _____</p> <p>Name of Project: _____</p> <p>General Description of the Project:</p>	<p>Please rank each of the 6 items on a scale of 0 to 4, where:</p> <div style="border: 1px solid black; padding: 5px; margin: 5px 0;"> <p>4: Agree Strongly / Very positive (125 points)</p> <p>3: Agree / positive (100 points)</p> <p>2: Neutral (75 points)</p> <p>1: Disagree / Negative (50 pts)</p> <p>0: Disagree Strongly / Very Negative (0 points)</p> </div> <p style="text-align: center;">Rating</p>
1. The company was on time in delivery and installation of the equipment and within the agreed upon budget.	
2. The company provided the appropriate resources to the project	
3. The company representatives were knowledgeable, flexible, and responsive to your needs.	
4. The company's billing was accurate, matching the order and any billing errors were handled in a timely and responsive manner.	
5. The company provided open, timely communications, and was responsive to our needs and requirements.	
6. I would choose to work with this company again.	
<p>Customer Information</p> <p>Organization Name (Customer): _____</p> <p>Person Providing the Reference: _____</p> <p>Title: _____</p> <p>Phone Number _____</p> <p>Customer Signature: _____</p> <p>Date: _____</p>	

APPENDIX D: COST PROPOSAL FORMS

Offeror Instructions: In the table below provide pricing for all items and parts for the following configuration. State "\$0.00" if item is provided at no charge or is included as part of another charge, and "NA" if a service charge is not applicable.

Nortel 3 X 8 Key Telephone System: Equipped for 3 CO lines and 8 stations (3 speaker phones, 5 standard phones), 1 hard of hearing handset; 30 minute UPS; 8 Voice mailboxes; Wiring (assume standard cable runs as described in Section 3.6.3); Installation; User training for 8; 1 year warranty

CONFIGURATION # 1

[illegible]

Total Cost (excluding post warranty cost) \$_____

Nortel CICS Key Telephone System: Equipped for 4 CO lines and 15 stations (15 T7316 phones), 1 hard of hearing handset; 30 minute UPS; 15 Voice mail boxes; Wiring (assume standard cable runs as described in Section 3.6.3); Installation; User training for 15; Voice Mail Administrative training for 2; 1 year warranty

CONFIGURATION # 2	
-------------------	--

[illegible]

Total Cost (excluding post warranty cost) \$ _____

Nortel MICS Key Telephone System: Equipped for Primary Rate ISDN T-1 with 23 trunks with DID and 64 stations (64 T7316 phones, 2 of which are central answering positions), 1 hard of hearing handset; 64 Voice mail; SMDR Interface; Wiring; Installation; User training for 64; Central answering position training for 4; Voice Mail Administrative training for 2; 1 year warranty

CONFIGURATION # 3

[illegible]

Total Cost (excluding post warranty cost) \$ _____

Nortel BCM 50 System wall mounted; Equipped for 4 CO lines and 15 stations (15 Advanced level IP phones), 1 hard of hearing handset; 30 minute UPS; 15 Voice mail boxes with Unified Messaging and FAX messaging; Wiring (assume standard cable runs as described in Section 3.6.3); Installation; User training for 15; Voice Mail Administrative training for 2; 1 year warranty

CONFIGURATION # 4

[illegible]

Total Cost (excluding post warranty cost) \$ _____

Nortel BCM 200 System wall mounted; Equipped for Primary Rate ISDN T-1 with 23 trunks with DID and 64 stations (24 T7316 phones 40 Advanced level IP phones), 1 hard of hearing handset; 30 minute UPS; 64 Voice mail boxes with Unified Messaging and FAX messaging; Wiring (assume standard cable runs as described in Section 3.6.3); Installation; User training for 64; Voice Mail Administrative training for 2; 1 year warranty.

CONFIGURATION # 5

[illegible]

Total Cost (excluding post warranty cost) \$ _____

Offeror Instructions: In the table below provide pricing for a yearly maintenance service contract for all locations.

MAINTENANCE

STATE AGENCY	LOCATION	CITY	TYPE	# SETS	OTHER	VOICE MAIL	Yearly Maint Cost
JOB SERVICES	307 EAST PARK	ANACONDA	MICS	9		NTVM2	
DNRC	7916 HWY 1 WEST	ANACONDA	CICS	10			
DPHHS	307 EAST PARK	ANACONDA	MICS	3		Flash VM	
STATE OF MONTANA	91 E CENTRAL	BELGRADE	MICS	7		NTVM4	
DPHHS	2121 ROSEBUD	BILLINGS	MICS	44		NTVM4	
DEPT OF FAMILY SERVICES	2525 4TH AVENUE NORTH	BILLINGS	MICS	12		NTTALKB	
HCSD/YELLOWSTONE CTY OPA	111 N. 31ST ST.	BILLINGS	MICS	55	DTI	CP150	
DNRC & DEQ	1371 RIMTOP DR	BILLINGS	CICS	44	DTI	CALLPILOT	
DNR COIL & GAS	2535 ST JOHN'S AVE	BILLINGS	MICS	13	DTI	n/a	
DOT BILLINGS	424 MOREY ST	BILLINGS	MICS	75		NTVM8	
JOB SERVICE	2121 ROSEBUD DR	BILLINGS	MICS	48	DTI	NTVM6	
DEPT OF REVENUE	175 N 27TH ST	BILLINGS	MICS	49	DTI	CP150	
FWP BILLINGS	2300 LAKE ELMO DRIVE	BILLINGS	MICS	34	DTI	NTVM4	
DPHHS CS&ED	1500 POLY DR	BILLINGS	MICS	45	DTI	CP150	
NEW PUBLIC DEFENDERS	207 N BROADWAY	BILLINGS	MICS	33	DTI	CP150	
DPHHS BOZEMAN	220 W LAMME	BOZEMAN	CICS	19		CP100	
PUBLIC DEFENDER	502 S 19TH AVE	BOZEMAN	CICS	20	DTI	CALLPILOT	
DEPT OF REVENUE	2273 BOOT HILL COURT	BOZEMAN	MICS	52	DTI	CP100	
DOT BOZEMAN	907 N ROUSE	BOZEMAN	MICS	39	DTI	CP100	
DNRC WATER RESOUR	151 EVERGREEN DR	BOZEMAN	MICS	11			
DPHHS VOC REHAB	220 WEST LAMME	BOZEMAN	MICS	4		Flash 2	
GALLATIN COUNTY APPRAISAL	603 NIKLES DRIVE	BOZEMAN	MICS	8		Flash VM	
JOB SERVICES	121 N WILSON	BOZEMAN	MICS	25		NTVM4	
JOB SERVI	200 2ND ST SW	BROWNING	CICS	6			
HIGHWAY PATROL BUTTE	3615 WYNNE	BUTTE	MICS	10		CP100	
JOB SERVICE	2201 WHITE BLVD	BUTTE	MICS	23	DTI	NTVM4	
PUBLIC DEFENDER	49 NORTH MAIN STREET	BUTTE	CICS	13	DTI	CP100	
DEPT OF TRANSPORTATION	3751 WYNNE	BUTTE	MICS	59	DTI	CP100	
CHEMICAL DEPENDENCY	2500 CONTINENTAL DR	BUTTE	MICS	36		CP100	
PUBLIC DEFENDER	44 WEST PARK	BUTTE	MICS	13	DTI	CP100	
STATE OF MONTANA DPHHS	17 W GALENA	BUTTE	MICS	31	DTI	NTVM4	
DEQ	49 NORTH MAIN ST	BUTTE	CICS	4		CALLPILOT	
PROBATION & PAROLE	105 W BROADWAY	BUTTE	CICS	11		CALLPILOT	
VETERANS HOME	400 VETERANS DR	COL. FALLS	MICS	47		CP100	
STATE OF MONTANA	43 NORTH 4TH ST	COLUMBUS	CICS	10		Flash 2	
DPHHS	1210 E MAIN	CUT BANK	MICS	9		Flash 4	
DEER LODGE	1101 MARYLAND AVE	DEER LDG	CICS	5		CP100	
BOARD OF PARDONS	300 MARYLAND AVE	DEER LDG	CICS	10		CP100	
MOTOR VEHICLE DIVISION	1003 BUCKSKIN DR	DEER LDG	MICS	41	DTI, Cintech	NTVM8	
POWELL COUNTY COURTHOUSE	409 MISSOURI AVENUE	DEER LDG	MICS	5		CP100	
JOB SERVICE	730 N MONTANA	DILLON	CICS	7		NTVM4	
FWP	HIGHWAY 117	FORT PECK	CICS	13		CP100	
MTST	501 COURTHOUSE ANNEX	GLASGOW	MICS	8		Flash 4	
JOB SERVICE	74 4TH ST NORTH	GLASGOW	MICS	10		NTVM4	
STATE OF MONTANA	54078 HIGHWAY 2 WEST	GLASGOW	MICS	18		NTVM4	
DNRC TRUST LANDS OFFICE	224 6TH STREET SOUTH	GLASGOW	CICS	13		CP100	
DOT GLENDIVE	503 NORTH RIVER	GLENDIVE	MICS	48	DTI	NTVM4	
JOB SERVICE	211 S.DENDRICK	GLENDIVE	CICS	8		CP100	
DEPT. OF CORRECTIONS	606 N. MERRILL AVENUE	GLENDIVE	MICS	12			
DPHHS GLENDIVE	218 W BELL	GLENDIVE	CICS	7		Flash 2	
EAST MT VETERANS HOME	200 MONTANA AVE	GLENDIVE	MICS	34	DTI	CP150	
DPHHS VR/DI	201 1ST STREET	GT FALLS	CICS	28	DTI	CP150	
JUDICIAL DISTRICT COURT	425 CENTRAL AVENUE	GT FALLS	CICS	8		CALLPILOT	
DPHHS	2300 12TH AVE S	GT FALLS	MICS	44	DTI	NTVM4	
CORRECTIONS YOUTH SVC	625 CENTRAL AVE	GT FALLS	CICS	25	DTI	NAM 4	
FWP GREAT FALLS	4600 GIANT SPRING ROAD	GT FALLS	MICS	32		NTVM4	

DEPT OF REVENUE	300 CENTRAL AVE	GT FALLS	MICS	27	DTI	CP150	
DOT	200 SMELTER AVE	GT FALLS	MICS	66	DTI	CP150	
DNRC	48455 N SPERRY GRADE	GREENOUGH	MICS	13	DTI	CALLPILOT	
DPHHS CASCADE COUNTY	201 1ST STREET SOUTH	GT FALLS	MICS	39		CALLPILOT	
JOB SERVICE	1018 7TH STREET S	GT FALLS	MICS	61	DTI	CP150	
DOJ	1415 NORTHWEST BYPASS	GT FALLS	MICS	5		CP100	
CHILD SUPPORT ENFOR	219 5TH ST	GT FALLS	CICS	30	DTI	NTVM8	
PROBATION & PAROLE	219 5TH ST S	GT FALLS	MICS	26	DTI	Flash 4	
JOB SERVICE	333 W MAIN ST	HAMILTON	CICS	13		Flash 4	
PUBLIC DEFENDER	300 SOUTH 2ND STREET	HAMILTON	CICS	10		CP100	
DPHHS	310 N 3RD ST	HAMILTON	MICS	15		NTVM4	
DPHHS CFSD HAMILTON	108 PINCKNEY ST	HAMILTON	MICS	13	DTI	CALLPILOT	
REVENUE	1719 N FIRST ST	HAMILTON	MICS	24	DTI	CP150	
DPHHS CFS	409 CENTER ST	HARDIN	CICS	6		CP100	
DPHHS	501 HOPI ST	HARLEM	CICS	8		Flash VM	
HIGHWAY PATROL	1708 2ND STREET W	HAVRE	CICS	5		CP100	
DOT	1671 HWY 2 W	HAVRE	MICS	32	DTI	CALLPILOT	
FWP	2165 HWY# 2 EAST	HAVRE	CICS	8		CP100	
JOB SERVICE	160 1RST AVE	HAVRE	MICS	18	DTI	NTVM8	
STATE OF MONTANA	3848 FORT CIRCLE	HAVRE	CICS	11		n/a	
PROBATION & PAROLE	111 11TH STREET W	HAVRE	CICS	5		CP100	
DPHHS HAVRE	42 2ND AVE E	HAVRE	MICS	10		Flash VM	
DPHHS OPA	302 4TH AVE	HAVRE	MICS	15		Call Pilot	
DNRC TRUST LANDS OFFICE	210 6TH AVE	HAVRE	CICS	10		CP100	
MTST	8001 NORTH MONTANA	HELENA	MICS	25		CP100	
FISH WILDLIFE AND PARKS	600 NORTH PARK AVE	HELENA	MICS	17	DTI	CP150	
HELENA JOB SERVICES	715 FRONT STREET	HELENA	CICS	37	DTI	CP150	
LAW ENFORCEMENT ACADEMY	2260 SIERRA ROAD EAST	HELENA	MICS	28	DTI	Flash	
DPHHS	555 FULLER ST	HELENA	MICS	38	DTI	NTVM4	
DPHHS FOOF WAREHOUSE	1400 CARTER DR	HELENA	CICS	15	DTI	CP150	
PROPERTY AND SUPPLY	930 E LYNDALE	HELENA	MICS	25	DTI	NTVM4	
STATE OF MONTANA FWP	930 CUSTER AVE	HELENA	MICS	30	DTI	NTVM4	
SEC OF STATE RECORDS MGMT	1320 BOZEMAN ST	HELENA	MICS	7		CP 100	
DPHHS	ONE NORTH LAST CHANCE	HELENA	CICS	8			
AG RESEARCH STATION	748 RAILROAD HWY	HUNTLEY	MICS	20			
DEPT. OF TRANSPORTATION	85 5TH AVENUE EAST NORTH	KALISPELL	MICS	32	DTI, MCK Media Gateway	NTVM4	
DEQ	109 COOPERATIVE WAY	KALISPELL	CICS	10		CP100	
FWP	490 N MERIDIAN BLVD	KALISPELL	CICS	64	DTI	VM8	
HIGHWAY PATROL	3220 HIGHWAY 93 S	KALISPELL	CICS	13		CP100	
DPHHS	121 FINANCIAL DRIVE	KALISPELL	MICS	83	2 DTI	CP150	
DPHHS OPA LAME DEER	CHEYENNE AVENUE	LAME DEER	CICS	4		CP100	
MENTAL HEALTH CENTER	800 CASINO CREEK DR	LEWISTOWN	MICS	17	DTI	CP150	
JOB SERVICE	300 1ST AVE NORTH	LEWISTOWN	MICS	9	DTI	CP100	
FWP	215 WEST AZTEC DRIVE	LEWISTOWN	CICS	10		Flash VM	
DNRC	613 NE MAIN STREET	LEWISTOWN	MICS	23	DTI	CP150	
DPHHS	220 EAST PARK ST	LIVINGSTON	MICS	28	DTI	Flash 4	
JOB SERVICE	220 EAST PARK ST	LIVINGSTON	MICS	17	DTI	CP100	
JOB SERVICE	12 N 10TH ST	MILES CITY	MICS	12	DTI	Flash 4	
FWP	INDUSTRIAL SITE WEST	MILES CITY	MICS	23	DTI	NTVM4	
DPHHS OPA	219 NORTH MERRIAM	MILES CITY	CICS	7		CP100	
DPHHS CSF	708 PALMER	MILES CITY	CICS	23	DTI	CP150	
DPHHS VOCATIONAL REHAB	114 NORTH 7TH	MILES CITY	CICS	5		CP100	
MTST	539 SOUTH 3RD ST W	MISSOULA	MICS	45	DTI	CP150	
PUBLIC DEFENDER	610 WOODY	MISSOULA	MICS	38	DTI	CP150	
DNRCWATER RESOURCES	1610 S 3RD ST W	MISSOULA	MICS	6		CP100	
PROBATION & PAROLE	2415 MULLAN RD	MISSOULA	MICS	29	DTI	NTVM4	
STATE OF MONTANA	2100 W BROADWAY	MISSOULA	MICS	77	DTI	NTVM4	
DNRC	STILLWATER STATE FOREST	OLNEY	CICS	21		CP150	
DNRC	124 AIRPORT RD	PLAINS	MICS	18		CP100	
DPHHS	830 1/2 SHORELINE DR	POLSON	MICS	36	DTI	NTVM4	
JOB SERVICE	417 MAIN ST	POLSON	MICS	15		Flash 4	
DNRC OIL & GAS	165 MAIN ST	SHELBY	CICS	4		n/a	

JOB SERVICE	1125 OILFIELD AVE	SHELBY	CICS	4		Flash 2	
JOB SERVICE	211 N CENTRAL	SIDNEY	CICS	7		NTVM4	
DNRC	58741 HWY 83	SWAN LAKE	MICS	11		CALLPILOT	
JOB SERVICE	2 TRADEWINDS WAY	THOMPSON FLS	MICS	22	DTI	NTVM4	
FWP	342 ULM VAUGH RD	ULM	CICS	6		Flash 2	
DPHHSWOLF POINT	100 MAIN	WOLF POINT	MICS	15	DTI	NAM 4	
JOB SERVICE	201 MAIN ST	WOLF PT	MICS	10	DTI	Flash 4	
DOT	PO BOX 3000	WOLF PT	MICS	26		NTVM4	
DPHHS OPA	CNTY OPA,CRT BLDG.	WOLF PT	CICS	13		CP100	
						Total	